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सं. 1] नई दिल्ली, दिसम्बर 30, 2007—जनवरी 5, 2008, शनिवार/शुब 9—शुब 15, 1929
No. 1] NEW DELHI, DECEMBER 30, 2007—JANUARY 5, 2008, SATURDAY/PASHA 9—PASHA 15, 1929

इस भाग में विभिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सचिविक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

सीमा एवं वीथीय उत्पन्न शुल्क के आधुनिक का कार्यालय,
हैदराबाद-I आयुक्तालय
हैदराबाद, 10 दिसम्बर, 2007

सं. 02/2007-सीमा शुल्क (एन.टी.)

का.आ. 1.—वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के दिनांक 1-7-1994 की अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.एन) एवं दिनांक 30-06-2004 की अधिसूचना सं. 83/2004-सीमा शुल्क (एन. टी) के अनुसार सीमा शुल्क अधिनियम, 1962 की धारा 9 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, आंध्र प्रदेश राज्य के मेदक जिले के मुलुगु मंडल के मुलुगु गांव को सीमा शुल्क अधिनियम, 1962 की धारा 9 के अधीन सीमित प्रयोजनार्थ हेतु, भारत सरकार द्वारा अनुमोदित निर्यात-मुख्य उपक्रम स्थापित करने के लिए मण्डलाग्र स्टेशन घोषित करता हूँ।

[फाइल सी. सं. VIII/20/20/2007-सीमा शुल्क. तक-1]

डॉ. एस. एल. मीणा, आधुनिक

MINISTRY OF FINANCE
(Department of Revenue)

OFFICE OF THE COMMISSIONER OF
CUSTOMS & CENTRAL EXCISE, HYDERABAD-I
COMMISSIONERATE

Hyderabad, the 10th December, 2007

No. 02/2007-Cus (N.T.)

S.O. 1.—In exercise of the powers conferred under Section 9 of the Customs Act, 1962 delegated by Notifications No. 33/94-Cus (N.T.) dated 1-7-1994 and No. 83/2004-Cus (N.T.) dated 30-6-2004 issued by the Ministry of Finance, Department of Revenue, New Delhi, I hereby declare Muhugu Village of Mulugu Mandal, Medak District, Andhra Pradesh as a Warehousing Station under Section 9 of the Customs Act, 1962 for the Limited purpose of setting up of Export Oriented Units (EOU) as approved by the Government of India.

[F. C. No. VIII/20/20/2007-Cus. Tech-1]

Dr. S. L. MEENA, Commissioner

कार्यालय : आयुक्त, केन्द्रीय उत्पाद शुल्क आयुक्तालय
जयपुर-प्रथम

जयपुर, 26 दिसम्बर, 2007

सं. : 02-सीमा शुल्क (एन.टी.) 2007
सीमा शुल्क

का.आ. 2.—सीमा शुल्क अधिनियम, 1962 की धारा 152 के खण्ड (ए) के तहत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94-सीमा शुल्क (एन टी) दिनांक प्रथम जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, डॉ. डी.के. वर्मा, आयुक्त, केन्द्रीय उत्पाद शुल्क, जयपुर-प्रथम एतद्वारा, शतप्रतिशत ई.ओ.यू. स्थापित करने के उद्देश्य से सीमा शुल्क अधिनियम की धारा 9 के अन्तर्गत राजस्थान राज्य के अलवर जिले की तिजारा तहसील में रीको औद्योगिक क्षेत्र, चौपान्की को भण्डारण स्टेशन (वेयर हाउसिंग स्टेशन) घोषित करता हूँ।

[फा. सं. पंचम (16) तक/ईओयू/10/2007]

डॉ. डी. के. वर्मा, आयुक्त

OFFICE OF THE COMMISSIONER CENTRAL
EXCISE, JAIPUR-I

Jaipur, the 26th December, 2007

(Customs)

No. 02-Cus (N.T.) 2007

S.O. 2.—In exercise of the powers conferred by Notifications No. 33/94-Customs (N.T.), dated the 1st July, 1994, by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, issued under clause (a) of Section 152 of Customs Act, 1962. I, Dr. D. K. Verma, Commissioner of Central Excise, Jaipur-I, hereby declare the RIICO Industrial Area, Chopanki, Tehsil, Tijara, Distt. Alwar, in the state of Rajasthan to be warehousing station under Section 9 of the Customs Act, 1962 for the purpose of setting up 100% E.O.U.

[C. No. V (16) Tech/EOU/10/2007]

Dr. D. K. VERMA, Commissioner

कार्यालय, मुख्य आयकर आयुक्त, जयपुर

जयपुर, 28 दिसम्बर, 2007

सं. 10/2007-08

का.आ. 3.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23 सी) की उपधारा (6) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2007-08 के लिए कथित धारा के उद्देश्य से "सेंट विलफ्रेड एजुकेशन सोसायटी, जयपुर" को स्वीकृति देते हैं।

बशर्ते कि समिति आयकर नियम 1962 के नियम 2सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) प्रावधानों के अनुरूप कार्य करे।

[क्रमांक : मुआआ/अआआ/(समन्वय)/जय/10 (23सी)

(VI)/07-08/6033]

एस. सी. कपिल, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX

Jaipur, the 28th December, 2007

No. 10/2007-08

S.O. 3.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "St. Wilfred Education Society, Jaipur" for the purpose of said Section for the A.Y. 2007-08.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT (Coord.) 10 (23C) (vi) 2007-08/6033]

S. C. KAPIL, Chief Commissioner of Income-tax

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 20 दिसम्बर, 2007

का.आ. 4.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 की धारा 9 के उपखण्ड (1) एवं (2) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श के पश्चात्, एतद्वारा, श्री रणजीत कुमार चटर्जी, वरिष्ठ प्रबंधक (वेतनमान III, मध्य प्रबंधन), बैंक आफ बड़ौदा को अधिसूचना के प्रकाशन की तिथि से, तीन वर्षों के लिए अथवा जब तक वे बैंक आफ बड़ौदा के अधिकारी बने रहते हैं अथवा अगले आदेश होने तक, जो भी पहले हो, बैंक आफ बड़ौदा के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/28/2004-बीओ-1]

जी. बी. सिंह, उप सचिव

(DEPARTMENT OF ECONOMIC AFFAIRS)

(Banking Division)

New Delhi, the 20th December, 2007

S.O. 4.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) and (2) of clause 9 of the Nationalised Banks (Management and miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri Ranjit Kumar Chatterjee, Senior Manager (Scale III, Middle Management) Bank of Baroda as Officer Employee Director on the Board of Directors of Bank of Baroda for a period of three years from the date of notification or till he ceases to be an officer of Bank of Baroda or until further orders, whichever is earlier.

[F. No. 9/28/2004-BO-I]

G. B. SINGH, Dy. Secy.

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 31 दिसम्बर, 2007

का.आ. 5.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण सम्बंध) स्कीम, 1970/1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 (ज) तथा 3(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री एम. सूर्या नायक, को अधिसूचना की तिथि से, दो वर्षों के लिए अथवा अगले आदेश होने तक, जो भी पहले हो, देना बैंक के निदेशक मण्डल में अंशकालीन गैर सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/22/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

(Department of Financial Services)

New Delhi, the 31st December, 2007

S.O. 5.—In exercise of the powers conferred by sub-clause 3(h) and (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Shri M. Surya Naik as part time non-official director on the Board of Directors of Dena Bank for a period of two years from the date of notification or until further orders, whichever is earlier.

[F. No. 9/22/2006-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 1 जनवरी, 2008

का.आ. 6.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण सम्बंध) स्कीम, 1970/1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) तथा 3(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री के.एस. सम्पाथ, को अधिसूचना की तिथि से, तीन वर्षों के लिए अथवा अगले आदेश होने तक, जो भी पहले हो, बैंक ऑफ इंडिया के निदेशक मण्डल में अंशकालीन गैर सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/22/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 1st January, 2008

S.O. 6.—In exercise of the powers conferred by sub-section 3(h) and (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Shri K.S. Sampath as part time non-official director on the Board of Directors of Bank of India for a period of three years from the date of notification or until further orders, whichever is earlier.

[No. 9/22/2006-BO-I]

G. B. SINGH, Dy. Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 6 दिसम्बर, 2007

का.आ. 7.—इस मंत्रालय के दिनांक 08-01-2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 तथा 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा-(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के कोलकाता सलाहकार पैनल के सदस्य के रूप में सुश्री पूनम पासवान, गांव-बाघमारा, डाक-नवाबगंज, पी. एस. मणिहारी, जिला कटियार (बिहार) को नियुक्त करती है।

[फा. सं. 809/1/2006-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 6th December, 2007

S.O. 7.—In Continuation of this Ministry's notification of even number dated 08-01-2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Ms. Poonam Paswan, Village-Baghmara, P.O.-Nawabganj, P.S. Manihari, Dist. Katihar (Bihar) as member of the Kolkata Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/1/2006-F (C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 6 दिसम्बर, 2007

का.आ. 8.—इस मंत्रालय के दिनांक 6 अगस्त, 2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 तथा 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा-(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के मुंबई सलाहकार पैनल के सदस्य के रूप में डॉ. शशि राजपूत, एफ-108/53, शिवाजी नगर, भोपाल को नियुक्त करती है।

[फा. सं. 809/4/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 6th December, 2007

S.O. 8.—In Continuation of this Ministry's Notification of even number dated 6th August, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read

with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Dr. Shashi Rajput, F-108/53, Shivaji Nagar, Bhopal as member of the Mumbai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/4/2007-F (C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 9.—इस मंत्रालय के दिनांक 13 सितम्बर, 2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 तथा 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा-(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में श्री सुबोध कुमार छिब्र, सं. 29 हेमकुंट कालोनी, ग्रेटर कैलाश-1, नई दिल्ली को नियुक्त करती है।

[फा. सं. 809/7/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 29th November, 2007

S.O. 9.—In Continuation of this Ministry's Notification of even number dated 13th September, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Subodh Kumar Chibber No. 29, Hemkunt Colony, Greater Kailsh-I, New Delhi-110048 as a member of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/7/2007-F (C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 6 दिसम्बर, 2007

का.आ. 10.—इस मंत्रालय के दिनांक 13 सितम्बर, 2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 तथा 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा-(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में श्री राकेश कुमार सिंह, डी-35, द्वितीय तल, ईस्ट ऑफ कैलाश, नई दिल्ली-110065 को नियुक्त करती है।

[फा. सं. 809/7/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 6th December, 2007

S.O. 10.—In Continuation of this Ministry's Notification of even number dated 13th September, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Rakesh Kumar Singh, D-35, Second Floor, East of Kailsh, New Delhi-110065 as a member of the Delhi advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/7/2007-F (C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 3 दिसम्बर, 2007

का.आ. 11.—इस मंत्रालय के दिनांक 6 अगस्त, 2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 तथा 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा-(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के मुंबई सलाहकार पैनल के सदस्य के रूप में श्री राम मनोहर तिवारी को नियुक्त करती है।

[फा. सं. 809/4/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 3rd December, 2007

S.O. 11.—In Continuation of this Ministry's Notification of even number dated 6th August, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Ram Manohar Tiwari as a member of the Mumbai advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/4/2007-F (C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 7 दिसम्बर, 2007

का.आ. 12.—इस मंत्रालय के दिनांक 29-3-2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 तथा 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा-(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केंद्रीय फिल्म प्रमाणन

बोर्ड के चेन्नई सलाहकार पैनल के सदस्य के रूप में निम्नलिखित व्यक्तियों को नियुक्त करती है :—

क्रम सं.	नाम
1.	श्री के.वी. युवराज
2.	श्री एस.एस. मोहन
3.	श्री पी. महादेवन
4.	श्री ए. दांडापानी
5.	श्री सी. वी. नवीन कुमार
6.	श्री वी. जयकृष्णन
7.	श्री एम. एन. विजयसुन्दरम
8.	श्री के. एस. रवि
9.	श्री जे. जयशेखर
10.	श्री बी. एस. मनोहरण
11.	श्री के. एस. भास्कर
12.	श्री वी. मणिकंडा प्रसाद
13.	श्री के. एल. सी. एन. रामकृष्णन
14.	श्री जी. बाबु
15.	श्री टी. किंगिलिन जोश
16.	श्री जी. देसियामनि
17.	श्री के. शानमुगम
18.	श्री एस. गौड़वेन
19.	श्री के. विजयकुमार
20.	श्री जे. शेखर
21.	श्री ए. मोहन
22.	श्री टी. बालू
23.	श्री यू. अयूब खान
24.	श्री एस. पशुमलाई रवि
25.	श्री के. एस. मुराली कुमार
26.	श्री के. मोहन
27.	श्री जोसफ जूदी
28.	श्री जी. आर. सुब्रामणियम

[फा. सं 809/2/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 7th December, 2007

S.O. 12.—In continuation of this Ministry's Notification of even number dated 29-3-2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint

the following persons as members of the Chennai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

S. No.	Name
1.	Shri K.V. Yuvaraj
2.	Shri S.S. Mohan
3.	Shri P. Mahadevan
4.	Shri A. Dhandapani
5.	Shri C.V. Naveen Kumar
6.	Shri V. Jeyakrishnan
7.	Shri M.N. Vijayasundram
8.	Shri K. S. Ravi
9.	Shri J. Jeyasekar
10.	Shri V.S. Manoharan
11.	Shri K.S. Bhaskar
12.	Shri V. Manikanda Prasad
13.	Shri K.L. C.N. Ramakrishnan
14.	Shri G. Babu
15.	Shri T. Kingslin Jose
16.	Shri G. Desiyamani
17.	Shri K. Shanmugham
18.	Shri S. Godwain
19.	Shri K. Vijayakumar
20.	Shri J. Sekar
21.	Shri A. Mohan
22.	Shri T. Balu
23.	Shri U. Ayub Khan
24.	Shri S. Pasumalai Ravi
25.	Shri K.S. Murali Kumar
26.	Shri K. Mohan
27.	Shri Joseph Judi
28.	Shri G.R. Subramaniam

[F.No. 809/2/2007-F(C)]

SANGEETA SINGH, Director (Films)

संचार एवं सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

(डाक जीवन बीमा निदेशालय)

नई दिल्ली, 30 नवम्बर, 2007

का.आ. 13.—डाक घर बीमा निधि नियमावली (01-01-2007

तक यथासंशोधित) के नियम 19 (ग) में आंशिक रूप से संशोधन करते हुए, भारत के राष्ट्रपति, एतद्वारा निदेश देते हैं कि 5 लाख रु. से अधिक सभी डाक जीवन बीमा पालिसियों के प्रस्तावकों की चिकित्सा जांच से संबंधित मौजूदा नियमों के स्थान पर निम्नलिखित प्रतिस्थापित किया जाए :-

क्रम सं.	बीमति राशि की सीमा	चिकित्सा अधिकारी की न्यूनतम योग्यता
	5 लाख रु. से अधिक की बीमा हेतु	<p>(i) प्राइमरी स्वास्थ्य केन्द्र में कार्यरत चिकित्सा अधिकारी (एलोपैथिक) जिन्हें सरकारी सेवा में 5 (पांच) वर्ष का अनुभव हो।</p> <p>(ii) केन्द्र सरकार तथा राज्य सरकार, नगर निगम जिला बोर्ड या स्थानीय बोर्ड, छावनी बोर्ड अथवा यूनियन बोर्ड अस्पताल अथवा औषधालयों में कार्यरत चिकित्सा अधिकारी (एलोपैथिक) तथा राज्य सरकार या केन्द्र सरकार के सार्वजनिक क्षेत्र के उपक्रमों की यूनिटों के चिकित्सा अधिकारी जिनके पास सेवा का कम से कम दस वर्षों का अनुभव हो तथा वह प्रस्तावक के कार्य स्थल के निकट सेवा कर रहे हों।</p> <p>(iii) सेवानिवृत्त सिविल सर्जन, सीएमओ ग्रेड I तथा विशेषज्ञ श्रेणी-II इस नियम के नीचे दी गई टिप्पणी 8 के प्रावधानों के अध्वधीन।</p>

2. वर्तमान नियमों में तथा डाकघर बीमा निधि नियमावली के नियम 19 के नीचे दी गई टिप्पणी (टिप्पणियों) में कोई अन्य बदलाव नहीं है।

3. ये संशोधन 01-01-2008 को या उसके बाद प्राप्त होने वाले व्यवसाय पर लागू होंगे।

[सं. 22-02/85-एल आई (खंड-II)]

गौतम भट्टाचार्य, अपर महानिदेशक (डा. जी. बी.)

**MINISTRY OF COMMUNICATIONS
AND INFORMATION TECHNOLOGY**

(Department of Posts)

(Directorate of PLI)

New Delhi, the 30th November, 2007

S.O. 13.—In partial modification of Rule 19(c) of Post Office Insurance Fund Rules (corrected upto 01-01-2007), the President of India hereby directs that the existing rules relating to medical examination of the proponents of all PLI policy exceeding Rs. 5 lacs will be substituted as under :—

Rule 19 (c)

Sl. No.	Limit of sum assured	Minimum Status of Medical Officer
©	For insurance in excess of Rs. 5 Lacs	<p>(i) Medical Officer (Allopathic) working in the Primary Health Centres having a minimum experience of 05 (five) Years in Government Service.</p> <p>(ii) Medical Officer (Allopathic) employed in Central and State Government, Municipal District Board or Local Board, Cantonment Board or Union Board Hospital or Dispensaries and Medical Officer of Units of Public Sector Undertakings of State or Central Government with at least 10 years experience in service and working at a place nearest to place of duty of the proponent.</p> <p>(iii) Retired Civil Surgeon, CMO Gr. I and Specialist Class II subject to provision of Note 8 below this Rule.</p>

2. There is no other change in the existing rules and Note(s) below Rule 19 of POIF Rules.

3. These amendments will be applicable for all business procured on or after 01-01-2008.

[No. 22-02/85-LI (Vol-II)]

**GAUTAM BHATTACHARYA, Addl.
Director General (PLI)**

विदेश मंत्रालय

(सी. पी. डिवीजन)

नई दिल्ली, 14 दिसम्बर, 2007

का.आ. 14.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) का 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, कुवैत में श्री बी. एस. बिष्ट, सहायक को 14-12-07 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी.-4330/01/2006]

पीतम लाल, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. Division)

New Delhi, the 14th December, 2007

S.O. 14.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948, the Central Government hereby authorize Shri B.S. Bisht, Assistant to perform the duties

of Assistant Consular Officer in the Embassy of India, Kuwait with effect from 14th December, 2007.

[No. T. 4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 26 दिसम्बर, 2007

का.आ. 15.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

अनुसूची

क्रम	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	आई एस 7900 : 2007/आईएसओ 8601 : 2004 आंकड़ा घटक और अंतर्विनियम फॉर्मेट-सूचना का अंतर्विनियम-तिथि और समय देना (तीसरा पुनरीक्षण)	आई एस 7900 2001/आईएसओ 8601 : 2000	31 अक्टूबर, 2007

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलूरु, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम एस डी/जी-8 अधिसूचना]

पी. भटनागर, वैज्ञानिक ई एवं प्रमुख (प्रबन्ध एवं तंत्र)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 26th December, 2007

S.O. 15.—In pursuance of the clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against each :-

SCHEDULE

Sl. No.	No. & Year of the Indian Standard Established	No. & Year of the Indian Standard, if any, Superseded by the New Indian Standard	Date of Established
1.	IS 7900 : 2007/ISO 8601 : 2004 Data elements and interchange formats-Information interchange-Representation of dates and times (Third Revision)	IS 7900 : 2001/ISO 8601 : 2000	31 October, 2007

Copy of above Standard is available for sale with the Bureau of Indian Standards, Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and its Regional Offices at Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices at Ahmedabad, Bengaluru, Bhopal, Bhubanehwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. MSD/G-8 Notification]

P. BHATNAGAR, Scientist 'E' & Head (MSD)

नई दिल्ली, 31 दिसम्बर, 2007

का.आ. 16.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम	स्थापित भारतीय मानक संख्या (कों) की संख्या और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	आई एस/आईएसओ आई ई सी/17024 : 2003 अनुरूपता मूल्यांकन-व्यक्तियों के प्रमाणन की प्रचालित करने वाले निकायों की सामान्य अपेक्षाएँ	—	31 अगस्त, 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर,

गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : आईआरडी 1/आई एस/आईएसओ/आई ई सी 17024]

आर. के. बजाज, वैज्ञानिक 'ई'

(अन्तर्राष्ट्रीय सम्पर्क एवं तकनीकी सूचना सेवा विभाग)

New Delhi, the 31st December, 2007

S.O. 16.—In pursuance of the clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standard Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
1.	IS/ISO/IEC 17024: 2003 Conformity Assessment—General Requirements for Bodies Operating Certification of Persons	—	31 August, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: IRD1/IS/ISO/IEC 17024]

R. K. BAJAJ, Scientist 'E' (IR & TISD)

शहरी विकास मंत्रालय

(दिल्ली प्रभाग)

नई दिल्ली, 28 दिसम्बर, 2007

का.आ. 17.—दिल्ली नगर कला आयोग अधिनियम, 1973 (1974 का 1) की धारा 4 और 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और दिनांक 19-6-2006 की अधिसूचना का.आ. 2397, जिसमें शहरी विकास मंत्रालय में संयुक्त सचिव (दिल्ली एवं भूमि) डा. एम. एम. कुट्टी को 3 वर्ष की अवधि अथवा आयोग का कार्य करते रहने की तारीख तक के लिए दिल्ली नगर कला आयोग का सदस्य नियुक्त किया गया था, के क्रम में केन्द्र सरकार एतद्वारा आदेश देती है कि डा. एम.एम. कुट्टी, संयुक्त सचिव (दिल्ली एवं भूमि) अथवा शहरी विकास मंत्रालय में निदेशक (दिल्ली प्रभाग) श्रीमती सुजाता चतुर्वेदी दिल्ली नगर कला आयोग के सदस्य के रूप में कार्य करेंगे।

[सं. ए-11013/7/2003-डीडी Iए]

एन.टी. जोसेफ, अवर सचिव (डीडी Iए)

MINISTRY OF URBAN DEVELOPMENT

(Delhi Division)

New Delhi, the 28th December, 2007

S.O.17.—In exercise of the powers conferred by Sections 4 and 5 of the Delhi Urban Art Commission Act, 1973 (1 of 1974) and in continuation of Notification S.O. 2397 dated 19-6-2006 appointing Dr. M.M. Kutty, Joint Secretary (Delhi & Lands), Ministry of Urban Development, as Member of the Delhi Urban Art Commission (DUAC) for a period of three years or the date up to which he shall be looking after the affairs of the Commission, the Central Govt. hereby orders that Dr. M.M. Kutty, Joint Secretary (Delhi & Lands) or Smt. Sujata Chaturvedi, Director (Delhi Division) in the Ministry of Urban Development would act as Member of the DUAC.

[No. A-11013/7/2003-DDIA]

N.T. JOSEPH, Under Secy. (DDIA)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 28 दिसम्बर, 2007

का.आ. 18.—सार्वजनिक परिसर (अनधिकृत कब्जाधारियों की बेदखली) अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्राधिकृत शक्तियों का प्रयोग तथा भारत के गजट में दिनांक 15-9-2007 की का.आ. संख्या 2592 के अंतर्गत प्रकाशित पेट्रोलियम और प्राकृतिक गैस मंत्रालय, भारत सरकार की दिनांक 28 मई, 2007 की अधिसूचना संख्या 25011/1/07-ओ.आर. II में आंशिक संशोधन करते हुए केन्द्र सरकार इस अधिसूचना के साथ संलग्न सारणी में निम्नलिखित संशोधन करती है जो इस प्रकार है :

सारणी

क्रम संख्या	यूनिट/कार्यालय का नाम	अधिकारी का पद	सार्वजनिक परिसरों की श्रेणियाँ तथा स्थानीय क्षेत्राधिकार की क्षेत्र सीमाएं
4	गुजरात रिफाइनरी	वरिष्ठ मानव संसाधन प्रबंधक इंडियन ऑयल कार्पो. लि. गुजरात रिफाइनरी, डाकघर : जवाहर नगर, जिला वडोदरा, गुजरात-391320	गुजरात राज्य के अंदर तथा आसपास इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर

इसके स्थान पर निम्नलिखित को रखा जाए :

गुजरात रिफाइनरी	प्रबंधक (प्रशा. व कल्याण), इंडियन ऑयल कार्पो. लि. गुजरात रिफाइनरी, डाकघर : जवाहर नगर, जिला वडोदरा गुजरात-391320	गुजरात राज्य के अंदर तथा आसपास इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर	
क्रम संख्या	यूनिट/कार्यालय का नाम	अधिकारी का पद	सार्वजनिक परिसरों की श्रेणियों तथा स्थानीय क्षेत्राधिकार की क्षेत्र सीमाएं
6	मथुरा रिफाइनरी	वरिष्ठ मानव संसाधन प्रबंधक इंडियन ऑयल कार्पो. लि. मथुरा रिफाइनरी, डाकघर : मथुरा रिफाइनरी, मथुरा (उत्तर प्रदेश)-281005	नवीन ओखला औद्योगिक विकास प्राधिकरण (नोएडा) को छोड़कर उत्तर प्रदेश राज्य के अंदर तथा आसपास इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर

इसके स्थान पर निम्नलिखित को रखा जाए :

मथुरा रिफाइनरी	प्रबंधक (प्रशा. व कल्याण), इंडियन ऑयल कार्पो. लि. मथुरा रिफाइनरी, डाकघर : मथुरा रिफाइनरी, मथुरा (उत्तर प्रदेश)-281005	नवीन ओखला औद्योगिक विकास प्राधिकरण (नोएडा) को छोड़कर उत्तर प्रदेश राज्य के अंदर तथा आसपास इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर
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क्रम संख्या	यूनिट/कार्यालय का नाम	अधिकारी का पद	सार्वजनिक परिसरों की श्रेणियाँ तथा स्थानीय क्षेत्राधिकार की क्षेत्र सीमाएँ
8	असम ऑयल डिवीजन	वरिष्ठ मानव संसाधन प्रबंधक इंडियन ऑयल कार्पो. लि. असम ऑयल डिवीजन, डिग्बोई रिफाइनरी, डिग्बोई-786171 (असम)	असम राज्य के भीतर तथा आसपास इंडियन ऑयल कॉर्पोरेशन लिमिटेड के असम ऑयल डिवीजन के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर

इसके स्थान पर निम्नलिखित को रखा जाए :

असम ऑयल डिवीजन	वरिष्ठ प्रबंधक, (कर्मचारी सेवाएं) इंडियन ऑयल कार्पो. लि. असम ऑयल डिवीजन, डिग्बोई रिफाइनरी, डिग्बोई-786171 (असम)	भारत के भीतर इंडियन ऑयल कॉर्पोरेशन लिमिटेड के असम ऑयल डिवीजन के प्रशासनिक नियंत्रण वाले सार्वजनिक परिसर
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[फा. सं. आर-25015/1/2007-ओआर-1]

एस. के. चितकारा, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 28th December, 2007

S.O. 18.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Un-authorized Occupants) Act, 1971 (40 of 1971) and in partial modification of the notification of the Govt. of India in the Ministry of Petroleum & Natural Gas No. R-25011/1/2007-OR-2 dated 28-5-2007 published vide S.O. 2592 dated 15-9-2007 in the Gazette of India, the Central Government makes the following amendments in the table annexed to this notification as under namely :—

TABLE

Sl. No.	Name of the Unit/Office	Designation of the Officer	Categories of public premises and local limits of jurisdiction
4	Gujarat Refinery	Sr. Human Resources Manager, Indian Oil Corporation Ltd., Gujarat Refinery, P.O. Jawahar Nagar, Distt. Vadodara, Gujarat-391320	Public premises under the administrative control of Indian Oil Corporation Ltd. within the State of Gujarat.

Shall be Substituted as under :

	Gujarat Refinery	Manager (Administration & Welfare), Indian Oil Corporation Ltd., Gujarat Refinery, P.O. Jawahar Nagar, Distt. Vadodara, Gujarat-391320	Public premises under the administrative control of Indian Oil Corporation Ltd. within the State of Gujarat.
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Sl. No.	Name of the Unit/Office	Designation of the Officer	Categories of public premises and local limits of jurisdiction
6	Mathura Refinery	Sr. Human Resources Manager, Indian Oil Corporation Ltd., Mathura Refinery, P.O. Mathura Refinery, Mathura, Uttar Pradesh-281005	Public premises under the administrative control of Indian Oil Corporation Ltd. within the State of Uttar Pradesh except for the New Okhla Industrial Development Authority (NOIDA) area.

Shall be Substituted as under :

	Mathura Refinery	Manager, (Administration & Welfare), Indian Oil Corporation Ltd., Mathura Refinery, P.O. Mathura Refinery, Mathura, Uttar Pradesh-281005	Public premises under the administrative control of Indian Oil Corporation Ltd. within the State of Uttar Pradesh except for the New Okhla Industrial Development Authority (NOIDA) area.
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Sl. No.	Name of the Unit/Office	Designation of the Officer	Categories of public premises and local limits of jurisdiction
8	Assam Oil Division	Sr. Human Resource Manager, Indian Oil Corporation Ltd., Assam Oil Division, Digboi Refinery, Digboi-786171	Public premises under the administrative control of Indian Oil Corporation Limited within the India State of Assam

Shall be Substituted as under :

	Assam Oil Division	Senior Manager (Employee Services), Indian Oil Corporation Ltd., Assam Oil Division, Digboi Refinery, Digboi-786171	Public premises under the administrative control of Assam Oil Division of Indian Oil Corporation Limited within India.
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[File No. R-25015/1/2007-OR.I]

S. K. CHITKARA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 10 दिसम्बर, 2007

का.आ. 19.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ संख्या 45/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-12-2007 को प्राप्त हुआ था।

[सं. एल-12012/60/2003-आई.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 10th December, 2007

S.O. 19.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2003) of the Central Government Industrial Tribunal-Cum-Labour Court, Bangalore, as shown in the Annexure, in the industrial dispute between the management of Union Bank of India, and their workmen, received by the Central Government on 7-12-2007.

[No. L.12012/60/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 20th November, 2007

PRESENT

A. R. SIDDIQUI, Presiding Officer

C. R. No. 45/2003

IPARTY

Shri Yamanura,
Suryanilaya, No. 1948/40,
II Main, 9th Cross,
Housing Board Colony,
Vinobanagar,
DEVANGERE-577006

IIPARTY

The Regional Manager,
Union Bank of India,
Nodal Regional Office,
10-A Chandrakran,
PB No. 5179, Kasturba Road,
BANGALORE-560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute

vide Order No.L-12012/60/2003, (IR(B-II) dated 18th July, 2003 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Union Bank of India in dismissing Shri Yamanura w.e.f. 20-11-1993 is legal and justified? If not, what relief the concerned workman is entitled to?"

2. The case of the first party workman as made out, in the Claim statement, in brief; is to the effect that he being physically handicapped and a member belonging to the Scheduled Caste community he joined the services of the management as a part time Sweeper in the month of September, 1979 and was confirmed in service in the year 1984. He was promoted as a Bill Collector and retained at Davanagere branch in the year 1986; A charge 'memo dated 28-06-1993 was drawn up against him alleging certain acts of omissions and commissions followed by a charge sheet dated 19-08-1993 being denied by him. In the mean while, a criminal case was registered against him in CC No.758/1996 on the file of the JMFC and after due trial of the case on merits, he was acquitted by judgment dated 07-06-2001. Therefore, the second party was not justified in dismissing him from service w.e.f. 20-11-1993 without awaiting the decision in the said criminal case. He challenged the dismissal order by way of appeal to be rejected by order dated 18-07-2002. Therefore, he raised the industrial dispute resulting into the present reference. He contended that the Disciplinary Authority ought to have postponed the proceedings of the departmental enquiry until the final disposal of the matter in the criminal case. Therefore, the action of the management in conducting the enquiry against him during the pendency of the criminal proceedings is unjust and grossly violative of the principles of natural justice, particularly, in view of the fact that both in the criminal case and in the departmental enquiry, the facts involved are one and the same. He took the support of a decision reported in AIR 1988 SC 2118 and a decision in 1993 (1) LLJ SC 168 and ILR 1993 Karnataka 264 to contend that holding departmental enquiry during the pendency of the criminal case was bad ill law. He also challenged the enquiry proceedings on various other grounds (omitted there being a separate finding by this tribunal on the DE issue). He challenged the enquiry findings as well on the ground that the enquiry authority was not competent to recommend the punishment of dismissal from services, usurping the role of Disciplinary Authority. He again contended that the dismissal order could not have been passed without awaiting the results in the criminal proceedings. He submitted that he worked with the management continuously for about a period of 14 years with excellent service records and therefore, the dismissal order passed against him was quite harsh and excessive and in the result, it is liable to be set aside with relief of reinstatement, back wages, continuity of service and all other consequential benefits.

3. The management by its counter statement, while, refuting the various contentions raised by the first party in challenging the enquiry proceedings, contended that on conducting the DE against the first party he was found guilty of the charges of misconduct in misappropriating the funds of the management bank to the tune of Rs. 3.08 lakhs and therefore, having acted upon the findings of the enquiry officer giving an opportunity of personal hearing to the first party, he was rightly dismissed from service. With regard to the criminal proceedings, the management contended that though the first party made a request to keep in abeyance the enquiry proceedings till the criminal case was disposed off but there was no necessity for the management to await the result of those criminal proceedings which infact were taken up for hearing by the criminal court during 1996. The management further contended that the findings of the criminal proceedings passed during the year 2001 cannot have any bearing on the disciplinary action initiated against the first party and that the management was well within its rights in proceeding with the disciplinary action against the first party pending disposal of the criminal proceedings. The management also contended that the punishment of dismissal against the first party was quite proportionate keeping in view the misconduct committed by him.

4. Having regard to the respective contentions of the parties on the point of DE, a separate preliminary issue was framed by this tribunal on 26-08-2004. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked 9 documents at Ex.M1 to M9. The first party examined himself as WW1 and in his cross examination Ex. M10 was marked. After having heard the learned counsels for the respective parties on the above said preliminary issue, this tribunal by order dated 4-01-2006 recorded a finding to the effect that the DE conducted against the first party is fair and proper. Thereupon on merits of the case, i.e. on the point of alleged perversity of the findings, quantum of the punishment and on the point as to whether the dismissal order passed against the first party can be sustained in the eye of law or not in the light of the criminal court's judgment, I have heard the learned counsel for the management and the learned counsel for the first party who filed his written arguments.

5. Learned counsel for the management while supporting the findings of the enquiry officer, took the court through the very findings to suggest that there was sufficient and legal evidence in the oral testimony of MW1 to MW6 and the documents at Ex.M1 to M18 before the enquiry officer in coming to the conclusion that the first party committed the misconduct of misappropriation of the funds belonging to the management in the manner alleged in the charge sheet. With regard to the quantum of the punishment he submitted that it was quite proportionate to the gravity of the misconduct of misappropriation of the

funds of Rs.3 lakhs and odd belonging to the bank. On the point of acquittal of the first party in the criminal case, he submitted that the first party was acquitted giving him benefit of doubt and that his acquittal was not honourable so as to attract the principle laid down by their Lordship of Supreme Court and our Hon'ble High Court as relied upon by the first party. Now, therefore, in the light of the findings recorded by this tribunal on the DE issue, the first and foremost point to be considered would be whether the findings of the enquiry officer holding the workman guilty of the, charges suffered from any perversity. Learned counsel for the first party in his written arguments at Para 5 on the point as to whether the findings suffered from any perversity has just contended that the report drawn by the enquiry authority is one sided, perverse and lacks acceptable legal evidence on records and therefore, the reference has to be answered in favour of the first party. He did not highlight or point out any factual or legal infirmity taking the court through the findings of the enquiry officer. A perusal of the enquiry records will disclose that as many as six witnesses were examined and as many as 18 documents were marked on behalf of the management to substantiate the charges of misconduct leveled against the first party. It is worthwhile to bring on record the very findings of the enquiry officer on pages 12 to 14 to appreciate the fact as to whether they suffered from any perversity. They run as under:—

Analysis and Findings

Now I proceed to examine the sustainability of the charges based on the evidences on record. I have carefully gone through the documents filed before me and also the oral depositions of the six witnesses, who are examined in support of the charges.

The charge against the CSE was that he has stolen the demand draft blocks, authority cheques, demand draft advices and introduction letters etc. from the security items of the branch and thereafter, he has forged the signatures of Mr. B. Shiva Prakash and Mr. HRS Prabhu and encashed the demand drafts in a fraudulent manner to the tune of Rs.3.08 lakhs.

The documentary evidence produced during the enquiry in support of the charges leveled against CSE was duly supported by the oral depositions.

The witnesses MW1 to MW6 uniformly confirmed that Mr. Yamanura has stolen the demand draft block from the branch and encashed the demand drafts in a fraudulent manner to the tune of Rs.3.08 lakhs at the various branches.

MW1 in his deposition, has narrated the events that has taken place at the branch after the fraud came to light. He has confirmed in his deposition that Mr. Yamanura was taken into by the police for investigation, where he himself voluntarily admitted having committed the fault and on the basis of his information, the police have seized some gold ornaments, Kisan Vikas Patra to the tune of Rs.5000 and

house hold articles from his house, which he has purchased from the fraud amount. He has explained the Modus operandi in his deposition. The witness has also clearly deposed the details such as DD Numbers, date of DD and the amount of DD, date of encashment/authority cheques etc. He has also confirmed that when he met him at the police station, Mr. Yamanure voluntarily admitted that he has committed fraud and he demonstrated as to how he has forged the signatures of the branch officials, Mr. Shiv Prakash and Mr. H.R.S. Prabhu.

MW2, who was the Inspector of Police at Davangere and who has actually investigated into the matter has confirmed in his deposition that Mr. Yamanure was taken into custody and he voluntarily admitted having committed fraud. He has recorded his voluntary statement. He has clearly deposed the Mr. Yamanure was confessed having committed the offence of drawing cash fraudulently in the various branches of Union Bank of India, namely Mapuca, Panaji, Ponda, Vasco, Bhat Bazar, Zaveri and Nanapur to the tune of Rs. 2.28 lakhs. He also confessed to him that he had purchased some gold ornaments out of the fraud amount. These goods were seized under Mahazar in the presence of panchayats.

The other witnesses, Mr. B. Shiva Prakash (MW4), Mr. Kulkarni (MW5) confirmed and collaborated the depositions of MW1 & 2.

MW3, in his deposition has stated that two more DDs which were encashed by Mr. Yamanure at Pune were came to light while he was working at the branch. In his deposition, he has given the details of the DDs which were encashed by Mr. Yamanure and he has also stated that the total amount of the fraud has risen to Rs. 3.08 lakhs from Rs. 2.28 lakhs. In the absence of any evidence to the contrary, I took the depositions of MW1 to 6 as unrefuted.

Here, I am duty bound to examine the only letter of Mr. Yamanure which was placed during the enquiry i.e. the letter dated 13-9-1993. In his letter the CSE has contended that he has not stolen the security items and he had no access as a peon to such documents which were kept in tight security under the lock and key by the concerned authorities like branch manager/accountant. In this context it is clear from the deposition of customers at the counters or when he was attending phone calls/customers at the branch manager's cabin there is a possibility of anybody, who is having an intention to cheat, to rob the key of his drawer, open the safe and take out the security documents. It is true that there is no evidence whatsoever available on record to show that the CSE has stolen the above security items. But is very much on record that the CSE himself has admitted voluntarily before everybody that he has stolen the said items, encashed the amount at various branches and purchased some assets from the fraud amount. The argument of the CSE will not in any way stand against the charges that has been established during the enquiry and hence I reject his contention as baseless.

The second contention of the CSE was that it is false to allege that he has forged the signatures of Shiva Prakash and Prabhu and encashed the demand drafts in a fraudulent manner, as he has studied only upto 7th standard and in that capacity he is an illiterate. He has stated that he is not able to read or write English language and only with great difficulty, he has learnt to put his signature in English.

The above contentions were refuted by the management's evidence in toto. The peon delivery sheet, which was produced during the enquiry, as one of the documents, clearly shows that Mr. Yamanure is not an illiterate and he has the capacity to read and write English on his own. Further, it is evident on record that Mr. Yamanure demonstrated as to how he has forged the signatures of the officials concerned before the police authorities as well as the branch staff. So I reject his contention as baseless.

For the rest of his contentions, Mr. Yamanure has denied all the allegations/charges leveled against him in the charge sheets. I have carefully examined the same and I do not find any substance, whatsoever and on the contrary, the evidence put before me clearly indicates that Mr. Yamanure is a culprit, who has committed the fraud and he alone has committed the fraud. I, therefore, reject the same as baseless.

The witnesses examined uniformly confirmed that their relationship with Mr. Yamanure at the branch was cordial. This being the case, there is no possibility to draw any inference that the case was wantonly foisted on him without any base.

In view of the above, after evaluating the evidences and the conclusions drawn by me as indicated above, I have no hesitation in finding Mr. Yamanure guilty of the charges of the misconducts."

6. Therefore, as could be read from the findings and the reasonings given by the enquiry officer, he appreciated the evidence threadbare and at length the oral and documentary evidence, produced by the management and at the same time the defence taken by the first party in coming to the conclusion that the first party was guilty of the misconduct as leveled in the charge sheet. As noted above, nothing worth was pointed on behalf of the first party as to why the findings of the enquiry officer suffered from perversity. There was no argument on his behalf to show that the enquiry officer did not appreciate the evidence brought on record or that his appreciation of evidence was not backed by cogent and valid reasonings. In the result, I must record a finding to the effect that findings of the enquiry officer suffered from no perversity.

7. Now, I will come to the question as to whether the dismissal order passed against the first party cannot be maintained keeping in view the acquittal of the first party in the aforesaid criminal proceedings vide judgment dated 7-06-2001. The fact that a criminal prosecution was launched

against the first party by the management officials on the very set of facts, evidence and the charges is not disputed and cannot be disputed. From the perusal of the judgment copy, it is to be seen that during the course of trial of the said criminal proceedings, the prosecution in all examined 22 witnesses and got marked in all 81 documents. Out of these 22 witnesses, PW2 Shivanad Prakash, PW6, Chandra Mauli & PW22, D. Bhimanna were the important witnesses who were examined during the course of departmental enquiry proceedings. As noted above, during the course of enquiry 18 documents were pressed into service and whereas during the course of criminal trial 81 documents were taken support of by the prosecution to establish the charges leveled against the first party. Therefore, as could, be read from the judgement, the trial, which was conducted against the first party involved voluminous oral and documentary evidence and wide range of facts and circumstances leading to the charge sheet filed against the first party. The learned Magistrate in his judgment spreading over 40 pages made it a point to taking into consideration the various documents produced by the prosecution which documents in fact were found basis for the findings of the enquiry officer holding the first party guilty of the charges. The contention of the management that the first party in fact was acquitted being giving him benefit of doubt is not to be supported in the light of the reasonings given by the learned Magistrate on each and every piece of oral and documentary evidence produced during the course of trial. The learned Magistrate after having discussed at length the evidence, has recorded his reasonings as to why the oral and documentary evidence produced by the prosecution was not sufficient and legal so as to substantiate the charges leveled against him under Section 381, 468, 420 and 201 of the IPC. However, in the last para of the judgment of the learned Magistrate, it appears he made a passing remark generally made in the criminal proceedings to say that the prosecution did not establish the case beyond any reasonable doubt and that the accused (the first party) is entitled to benefit of doubt. Therefore, merely because a sentence crept in the last para of the said judgment suggesting that benefit of doubt is given to the first party, it cannot be said that the acquittal of the first party was not honourable. In order to see whether the acquittal is honourable or not or is at the result of benefit of doubt being given to the delinquent, one has to go through the entire reasonings in the judgment supported by evidence on record. In this case as noted above, the learned Magistrate after having discussed in length and threadbare, the oral testimony of the prosecution witnesses and the documents much less the handwriting expert's opinion recorded a finding to the effect that the prosecution miserably failed to connect the accused with the guilt. Therefore, in my opinion this is the judgment acquitting the first party honourably and not on the basis of benefit of doubt. Now, it is in this view of the matter we have to appreciate the arguments advanced for the first party that

the dismissal order passed against the first party cannot be sustained in the eye of law having regard to the principle laid down by their Lordship of Supreme Court and our Hon'ble High Court in the aforesaid decisions cited on his behalf. The most important rather the significant decision in my opinion to be taken into consideration in the instant case is the decision reported in 2006 AIRSCW 2709 G.M. Tank Vs. State of Gujarat & Anr. The facts and point of law involved in the said case and the facts and the circumstances obtained in the present case in my opinion are similar to each other. As in the said case, in the present case also the criminal proceedings as well as the departmental proceedings were based on identical set of facts, charges of misconduct and the evidence to be let in, in establishing those charges. Their Lordship of Supreme Court therefore, having regard to the facts and circumstances of the case at para 31 of the said decision observed as under:

"The judgments relied on by the learned counsel appearing for the respondents are distinguishable on facts and on law. In this case the departmental proceedings and the criminal case are based on identical and similar set of facts and the charge in a departmental case against the appellant and the charge before the criminal court are one and same. It is true that the nature of the charge in the departmental proceedings and in the criminal case is grave. The nature of the case launched against the appellant on the basis of evidence and material collected against him during enquiry and investigation and as reflected in the charge sheet, factors mentioned are one and the same. In other words, charges evidence witnesses and circumstances are one and the same. In the present case, criminal and departmental proceedings have already noticed or granted on the same set of facts namely, raid conducted at the appellant's residence, recovery of articles there from. The investigating officer Mr. V.B. Raval and other departmental witnesses were the only witnesses examined by the enquiry officer who by relying upon their statement came to the conclusion that the charges were established against the appellant. The same witnesses were examined in the criminal case and the criminal court on the examination came to the conclusion that the prosecution has not proved the guilt alleged against the appellant beyond any reasonable doubt and acquitted the appellant by his judicial pronouncement with the finding that the charge has not been proved. It is also to be noticed the judicial pronouncement was made after a regular trial and on hot contest. Under these circumstances, it would be unjust and unfair and rather oppressive to allow the findings recorded in the departmental proceedings to stand."

8. The aforesaid observations rather the principle laid down by the Hon'ble Apex Court in my opinion apply to the facts and circumstances of the present case on all its fours. As in the said case, in the present case also the judgment in the said criminal proceedings was after a regular trial and being contested hotly. Therefore, as observed by their Lordship, it would be unjust and unfair and rather oppressive to allow the findings of the enquiry officer recorded in the departmental proceedings to stand. As in the aforesaid case, in the present case also there has been a very long gap between the order of dismissal and the judgment of the criminal court. As seen above, the first party was dismissed from service in the year 1993 and whereas, his acquittal was by the judgment dated 7-06-2001. As could be read from his affidavit filed before this tribunal on the point of validity of the enquiry proceedings as on 29-8-2005, he was aged about 48 years. Now his age must be about 50 years. Their Lordship of Supreme Court in the aforesaid case at para 33 while granting the relief made it abundantly clear that the dismissal order passed by the disciplinary authority against the delinquent cannot be found fault with till the judgement was rendered by the criminal court in acquitting the delinquent. Therefore, applying the same principle in the instant case also, the dismissal order passed against the first party cannot be said to be bad in law until the acquittal order was passed against the first party. Therefore, for the period in between the date of dismissal and the date of acquittal order no relief as such can be granted in favour of the first party either by way of back wages, continuity of service or other consequential benefits. He shall be entitled to those benefits only subsequent to his acquittal dated 7-06-2001. Hence the following award:

AWARD

The dismissal order dated 20-11-1993 is hereby set aside. The management is directed to reinstate the first party into its services w.e.f. 07-06-2001 with full back wages, continuity of service and other consequential benefits. No costs.

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2007

का.आ. 20.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 18 (सी. 1)/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-12-2007 को प्राप्त हुआ था।

[सं. एल-12011/244/2001-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 10th December, 2007

S.O. 20.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 18 (C)/2003) of the Industrial Tribunal Patna (Bihar) as shown in the Annexure in the industrial dispute between the management of UCO Bank, and their workman, received by the Central Government on 06-12-2007.

[No. L-12011/244/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer
ANNEXURE

BEFORE THE PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, SHRAM BHAVAN,
BAILEY ROAD, PATNA

Reference Case No. 18 (C) of 2003

Between the management of UCO Bank, Regional Office, Mouryalok Complex, A-Block, 4th Floor, Patna (Bihar) and their workman Shri Sitaram Jha, represented by the State Secretary, UCO Bank Employees Association, Exhibition Road, Patna.

For the Management: Shri P.K. Chatterjee, ACO, UCO Bank, Regional Office, Patna.

For the Workman : Shri B.Prasad, State Secretary, UCO Bank Employees Association, Exhibition Road, Patna.

Present : Vasudeo Ram,
Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna. dated the 30th November, 2007

By adjudication Order No. L-12011/244/2001-IR (B-II) dated the 16th May, 2002 the Govt. of India, Ministry of Labour, New Delhi under clause (d) of Sub-Section (1) and Sub-Section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act for brevity) referred the following dispute between the management of UCO Bank, Regional Office, Mauryalok Complex, A-Block, 4th Floor, Patna (Bihar) and their workman Shri Sitaram Jha to this Tribunal for adjudication on the following:

"Whether the action of the management of UCO Bank in terminating the services of Shri Sitaram Jha on 25-4-1997 is legal and justified? If not, to what relief he is entitled to?"

2. The parties appeared on notice and filed their respective statement of claim and the written statement. A rejoinder to the written statement filed on behalf on the management was also filed on behalf on the workman. The case of the workman is that he was appointed orally in Darbhanga Branch of UCO Bank on 16-1-1977 to discharge all the duties of a peon and accordingly the workman performed duties regularly from 10 A.M. to 6 P.M. every day. He was paid the wages on different names on different occasions. Subsequently, a settlement was arrived at between the management of UCO Bank and the Union of the workman for empanelling all those daily rated

workman, who worked for 240 days or more during the period of 12-10-1986 and 12-10-1989 for permanent absorption in the subordinate cadre of the Bank. Accordingly, the notification was issued inviting applications from the eligible candidates. The workman Shri Sitaram Jha submitted an application through the Manager of Darbhanga Branch, the Manager after due verification forwarded his application to the Divisional Manager of the Bank. Further the case of the workman is that after a lapse of several years the workman was not given any information regarding his empanelment for absorption and hence the workman raised industrial dispute for regularisation before the competent authority and the dispute was subsequently referred to this Tribunal for adjudication. During the pendency of the dispute before this Tribunal the management terminated the services of the workman w.e.f. 25-4-1997. This Tribunal passed order to maintain status quo but the management paid no heed to the same. On 28-9-2001 the Union raised industrial dispute as regards the action of the management of terminating the services of the workman and accordingly this reference has been made. According to the workman the action of the management terminating the services of the workman after having served for 20 years is illegal and unjustified. The workman claims to be reinstated with back wages and absorption in terms of settlement dated 12-10-1989.

3. The contention of the management is that the claim of workman of having been appointed as peon on casual basis since 1977 is not supported by any document. The date of engagement on daily wages mentioned by the workman in his application dated 30-11-1989 addressed to the General Manager (Personal), Head Office, Kolkata is 17-10-1986 which falsifies his claim that he served for twenty years. According to the management Shri Jha was engaged on daily wages basis by the Branch Manager, UCO Bank, Lal Bagh Branch, Darbhanga for doing contingent work including serving tea and water etc. to the staff purely on day to day basis for which wages used to be paid on expence vouchers. According to the management neither there was vacancy of a peon nor Shri Jha was doing the work of a peon. The Branch Manager had no authority to engage any person and as such the engagement of Shri Jha was totally illegal. The procedure laid down for appointment was also not followed. The Head Office of UCO Bank has been issuing instructions to all its officers to desist from such unauthorised engagements. Further the contention of the management is that there was a bipartite settlement arrived at on 12-10-1989 between the Bank management and Apex body of workers Union and the circular was issued on 19-10-1989. According to the terms of which persons engaged on daily wages as tea-boy and water-boy were excluded from being empanelled for absorption. Besides that total number of working days of Shri Jha during three years prior to issuance of the said circular was only 204 days and Shri Jha had become over age and hence his case was not considered.

4. The management admitted that the workman raised dispute which calminated in Reference Case No. 23 of 1997/ No. 9 (C) of 1998 the said industrial dispute was for regularisation in service. Further, the contention of the management is that the workman subsequently filed complaint No.3 of 1997 on 27-6-1997 against his alleged termination on 25-4-1997 in which this Tribunal vide order dated 31-7-1997 directed to maintain status quo. The management filed writ against the order dated 31-7-1997 which was numbered as C.W. J.C. 10489 of 1997 in the Patna High Court which is still pending for decision. On 7-6-1999 Sitaram Jha filed petition for withdrawl of complaint Misc. Case No. 3 of 1997 and the same was allowed on 30-8-1999. The management accordingly contends that the workman is now estopped from raising the same issue of termination from services. Under the circumstances, the management contends, this Reference case has become infructuous and is fit to be dropped.

5. Upon the contentions of the parties and the terms of reference the following points arise out for decision:—

- (i) Is this Reference case barred by the law of estoppel and is not maintainable?
- (ii) Is the action of the management of UCO Bank of terminating the services of Shri Sitaram Jha on 25-4-1997 legal and justified?
- (iii) To what relief, if any, the workman is entitled?

FINDINGS

Point No (i) :

6. Though the management has raised the issue of maintainability in its W.S., absolutely no evidence has been led on that issue by the management. No evidence has been led on that issue on behalf of the workman also. Under the circumstance no comment on that point is required from this Tribunal. Yet in order to dispose of the reference completely and effectually I would like to mention that there is no dispute on the point that the workman raised industrial dispute for his regularisation in service and during the pendency of the said reference case No. 23 of 1997/No. 9 (C) of 1998 he was removed from the service and for that he filed Misc. Case No. 3 of 1997 on 27-6-1997. Though no evidence has been led on that point on behalf of any party, I feel that the said Misc. Case must have been under Section 33-A of the Industrial Disputes Act which is special provision for adjudication as to whether conditions of service etc., changed during pendency of proceeding. The order of status quo and the writ filed against the said order cannot be said to have decided the matter of termination of services of the workman, not the withdrawal of the said complaint would mean that the issue of termination of service stands disposed of completely. What I mean to say is that Misc. Case or the Writ against the order passed on the order of status quo cannot act as estoppel against raising the issue of termination of workman from the service nor it can be said that this reference is not

maintainable. Under the circumstances I find and hold that the reference case is 100% maintainable. This point is decided accordingly.

Point No. (ii):

7. Both the parties have adduced oral as well as documentary evidence on this point. The management has examined three witnesses namely B. Bagmi (M.W.1), Branch Manager of UCO Bank, Belayaku Branch, Pradeep Kumar Karn (M.W. 2), Branch Manager in Ratanpura Branch of UCO Bank and Subhash Chandra Das (M.W. 3), Senior Manager in UCO Bank. The management has filed photocopy of Circular No. CHO/PAS/16/89 dated 19-10-1989 (Ext. M) which deals with empanelment and absorption of persons engaged on daily wage basis. As against that the workman has examined 3 witnesses including himself namely Ajay Chatterjee, (W.W.1), Sitaram Jha (W.W. 2) the workman himself and Rameshish Yadav (W.W. 3). I may mention here that the management did not turn up to cross-examine the workman and his witnesses. The workman has also filed the photo copy of his application dated 30-11-1989 submitted for empanelment and absorption (Ext. W) in response to the management's Circular dated 19-10-1989. The workman has also filed the photo copy of letter No. PER/MPP/447/2003 dated 12th August, 2003 issued by Dy. General Manager, (Personal), UCO Bank to Regional Office, Patna (Ext. W/1).

8. M.W.1 to M.W.3 have deposed that the workman Sitaram Jha used to run a tea stall near the Bank and he used to serve tea and water etc. to the Bank staff, he did not work in Bank. M.W. 2 and M.W. 3 have stated that they were not posted in Darbhanga Branch during the period 1986 to 1989. Under the circumstances M.W. 2 and 3 are not the competent witnesses to depose as to what work was taken from Sitaram Jha. Thus there remains none to support the statement of M.W.1 that Sitaram Jha did not work as peon and he was a tea-vender. As against that the workman and his witnesses have stated and have supported the contention of the workman that he worked as casual peon on daily rated peon. I have already mentioned above that neither the workman nor his witnesses have been cross-examined by the management. W.W.1 and W.W. 3 are also the Bank Employees and they are competent witnesses. W.W.1 has stated that the name of Sitaram Jha was forwarded for regularisation and he (W.W.1) had prepared the list of the persons whose names were forwarded for regularisation. I do not find any reason to discard or disbelieve the statements of the witnesses.

9. There is no dispute on the point that there was a settlement between the Bank Management and the Unions and accordingly the Circular dated 19-10-1989 was issued. The photo copy of that circular filed by the management is Ext. M. In pursuance to the said circular workman Sitaram Jha filed application the photo copy of which is Ext. W. That application shows that he worked on 25 days in 1986 from October, 17 onwards, 77 days in 1987, 90 days in 1988 and 78 days in 1989 upto October, total comes to 270 days. The certificate of the Branch Office dated 4-12-1989

at the foot of the application shows that the Branch Manager after verification and on being satisfied forwarded the application. Under the circumstances from the evidence adduced on behalf of the workman it is amply proved that the workman worked for more than 240 days during the period 12-10-1986 to 12-10-1989 in the subordinate cadre, he was not a tea vender nor served as tea-boy or water-boy. I may mention here that the date of birth as shown in the application (Ext.W) is 25-11-1958 and accordingly on the date of filling application 30-11-1989 his age was 31 years, 5 days (thirtyone years, five days) only. Under the circumstances I fail to understand as to how the Bank authorities found the workman over age.

10. From the above discussed evidence it is also proved that the workman was neither a tea vender nor served as tea boy or water boy nor he was over age. He worked in the Bank as casual worker in subordinate cadre for more than 240 days during the period 12-10-1986 to 12-10-1989. Under the circumstances I find and hold that the workman deserved to be regularised and absorbed in subordinate cadre of the Bank according to the circular of the Bank. But the authorities of the Bank for the reasons best known to them did not regularise and absorb the workman for no fault of the workman. Not only that when the workman raised an industrial dispute for regularisation the Bank authorities crossed the limits and on 24-4-1997 terminated his services arbitrarily perhaps for big fault that he tried to seek justice through the procedure of law. The management of Bank went ahead in violating the provisions of law and did not give notice or notice pay or compensation before terminating the services of the workman legally required under Section 25-F of the Industrial Disputes Act, 1947. The workman who served the Bank for more than ten years has been thrown out of service like a fly in the milk. Under the circumstances discussed above I find and hold that the action of the management of UCO Bank in terminating the services of Shri Sitaram Jha on 25-4-1997 is neither legal nor justified rather the same is illegal and unjustified. This point is decided accordingly.

Point No. (iii) :

11. The workman has claimed regularisation in service and the back wages. The post and qualification of the workman is not of a technical or specialised nature so that he would not have got employment or of engagement after termination from Bank services. Under the circumstances I do not find it a fit case for granting back wages, but I find that the workman is certainly entitled to be absorbed in regular subordinate cadre on the post of peon. This point is accordingly decided.

12. In the result I find and hold that the action of the management of UCO Bank in terminating the services of Shri Sitaram Jha on 25-4-1997 is neither legal nor justified. I also find and hold that the said workman is entitled to be absorbed in regular subordinate cadre of UCO Bank on the post of peon. The management of UCO Bank is directed to absorb the workman accordingly within two months from

the date of publication of the Award.

13. And this is my Award.

Dictated and corrected by me.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2007

का.आ. 21.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय सोलापुर के पंचाट (संदर्भ संख्या 2/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-12012/311/96-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 10th December, 2007

S.O. 21.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/1997) of the Industrial Tribunal Solapur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 07-12-2007.

[F.No. L-12012/311/96-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE INDUSTRIAL COURT, SOLAPUR

BEFORE R. U. INGULE, MEMBER, INDUSTRIAL COURT, LATUR, CAMP AT INDUSTRIAL COURT, SOLAPUR

Reference (IT) No. 2/1997/Exh. No. O-1

Bank of Baroda : First Party

Vs.

General Secretary, : Second Party

Bank of Baroda Employees

Trade Union Congress.

CORAM : R. U. INGULE, Member

APPEARANCES : Shri S. B. Inamdar, Ld. Advocate for the First Party.

: Shri. G. H. Kulkarni, Ld. Advocate for the Second Party.

AWARD

(Delivered on 30-11-2007)

1. This reference has been made to this Tribunal by the Central Government under Section 10(1) (2A) Clause (d) of the Industrial Disputes Act, 1947.

2. Vide this Reference the dispute to be adjudicated upon was in regard to whether the action of the First Party Bank, imposing punishment of stoppage of 3 increments and withdrawing special allowance of Shri. Ghodke, the Second Party, is legal and justified.

3. Despite several years have been passed, in the adjudication, no evidence has been led by Second Party to justify its demand and prayer made before this Tribunal.

ORDER

I. Therefore for want of any evidence being led by Second Party, the Reference made to this Tribunal stands answered in the negative.

II. The prayer made by Second Party in the Statement of Claim at Exh. U-3, stand rejected.

III. No order as to costs.

Place : Solapur.

Date : 30-11-2007.

R. U. INGULE, Member,

नई दिल्ली, 10 दिसम्बर, 2007

का.आ. 22.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.एस.एफ. अस्पताल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 नई दिल्ली के पंचाट (संदर्भ संख्या 36/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-42012/89/2005-आई. आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 10th December, 2007

S.O. 22.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2006) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of B.S.F. Hospital, and their workman, received by the Central Government on 10-12-2007.

[F.No. L-42012/89/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Presiding Officer : R. N. Rai

I. D. No. 36/2006

In the Matter of :—

Sh. Rajinder Kumar,
C/o. Janavadi General Kamgar Mazdoor Union,
Room No. 95, Barrack No. 1/10,
Jam Nagar House,
New Delhi-110011.

Versus

The Incharge,
B.S.F. Hospital,
Tigri Camp,
New Delhi

AWARD

The Ministry of Labour by its letter No. L-42012/89/005-IR (CM-II) Central Government dated 12-06-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of BSF Hospital, Tigri Camp in terminating the services of Shri Rajinder Kumar w.e.f. 03-11-2003 is legal and justified? If not, to what relief the workman is entitled.”

It transpires from perusal of the ordersheet that the workman was asked to file affidavit on 08-05-2007, 02-07-2007, 09-08-2007, 12-09-2007, 25-10-2007, 08-11-2007 and 30-11-2007.

The workman was not present on 09-08-2007, 12-09-2007, 25-10-2007, 08-11-2007. The opportunity for filing affidavit was closed on 30-11-2007.

The claim of the workman in short is that he was employed as Sweeper Civilian w.e.f. 22-11-1996 and his services were illegally terminated on 03-11-2003.

The case of the management is that the workman was appointed as Sweeper Civilian out of BSF Special Relief Fund on consolidated pay. The special relief fund is totally of private nature raised out of the contribution made by the serving BSF Personnel and no aid/grant is given either by the Central Government or State Government.

The workman remained absent for 155 days and he failed to produce any genuine reasons for his long absence. His services were terminated on administrative grounds by the competent authority with one month's salary in lieu of one month's notice. The services of the employee employed out of special fund can be terminated in case he/she is found unsuitable for his/her job or due to any other administrative reasons. Annexure R-3 is the letter containing provisions for termination of the services of a Civilian workman.

The workman has failed to file affidavit. Sufficient opportunity has been given to him. The management has terminated his services in view of Annexure R-3, terms and conditions of Civilian Sweeper. There is no employer-employee relationship as the payment was made to the workman out of contribution raised by the Personnel of the BSF.

The workman was engaged by welfare association. That association is run out of contribution of the BSF Personnel. Such an organization is not an undertaking/establishment of the Central Government or State Government. The dispute raised by the workman is not an industrial dispute.

The reference is replied thus :—

The action of the management of BSF Hospital, Tigri Camp in terminating the services of Shri Rajinder Kumar w.e.f. 03-11-2003 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 30-11-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2007

का.आ. 23.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 16/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-22012/348/2006-आई. आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 10th December, 2007

S.O. 23.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the industrial dispute between the management of M/s. Mahanadi Coalfields Limited, and their workman, received by the Central Government on 10-12-2007.

[F. No. L-22012/348/2006-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri N.K.R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 16/2007

Date of Passing Award - 29th November, 2007

Between :

The Management of the Chairman-cum-
Managing Director, M/s. Mahanadi Coalfields
Limited, Jagriti Vihar, P.O., Burla, Dist. Sambalpur.

1st Party Management

And

Their Workmen, represented through the General Secretary, Orissa Collieries Mazdoor Sangh, P.O. Balanda, Dist. Angul-759-116.

2nd Party-Union.

Appearances :

Shri A.K. Padhy,
Personnel Manager.

For the 1st Party
Management.

Subrat Kumar Majhi,
Secretary, OCMS (INTUC)
Balaram OCP.

For the 2nd Party
Union

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L-22012/348/2006 [(IR/(CM-II)], dated 01-05-2007.

"Whether the action of the Management of M/s. Mahanadi Coalfields Limited in deducting wages of the workman of Balarampur OCP for the period from 8-11-2006 (2nd Shift) to 4-12-2006 (1st Shift) is legal and justified? If not, to what relief are the workmen entitled?"

2. After filing of the Claim Statement both the parties filed a joint petition of compromise on 26-11-2007 alleging to have resolved the dispute amicably. The said petition is taken up today in presence of both the parties. It is contended by them that due to stoppage of work by some of the employees in connivance with the local villagers the disputants in questions were not allowed to perform their duties during the shift hour and therefore they were not paid their wages for the period under dispute. However, after discussion with the J.C.C. members the disputants were paid 50% of their wages in February, 2007. From the present compromise petition it appears that the Management has agreed to pay the balance 50% of the salary to the disputant-workers to which the Union has agreed. In view of the above and in terms of the above settlement the reference is answered with a direction to the Management to pay off the balance 50% of the salary to those workers of Balaram O.C.P. who have already been paid earlier the other 50% after deducting statutory/non-statutory dues as applicable to them, as agreed by both the parties, by December, 2007 in full and final settlement of the matter under dispute.

3. The reference is answered accordingly in the light of their settlement dated this the 16th November, 2007.

Dictated and Corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

नई दिल्ली, 11 दिसम्बर, 2007

का.आ. 24.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ वेस्टर्न रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, अजमेर के पंचाट (संदर्भ संख्या 06/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-41012/60/2007-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th December, 2007

S.O. 24.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2007) of Industrial Tribunal-cum-Labour Court, Ajmer, as shown in the Annexure in the industrial dispute between the management of North West Railways, and their workman, received by the Central Government on 11-12-2007.

[F.No. L-41012/60/2007-IR (B-I)]

AJAY KUMAR, Desk Officer

अनुबन्ध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण,
अजमेर (राज.)

पीठासीन अधिकारी : श्री आर. एस. मीणा, आरएचजेएस

प्रकरण संख्या-सीआईटीआर-06/07

[रेफरेंस नं. एल-41012/60/2007-आईआर (बी-1)]

दिनांक 20-8-07]

दी जनरल सैक्रेट्री, पश्चिम रेलवे कर्मचारी परिषद्, ई-209, सर्वोत्तम नगर, साबरमती, अहमदाबाद (गुजरात) ...प्रार्थी

बनाम

1. सीनियर डिवीजनल अकाउंट्स ऑफिसर, नॉथ वेस्टर्न, रेलवे, अजमेर
2. दी असिस्टेंट चीफ कैशियर, नॉथ वेस्ट रेलवे, अजमेर

...अप्रार्थीगण

उपस्थित : कोई नहीं ।

दिनांक : 20-11-2007

अवार्ड

केन्द्र सरकार द्वारा प्रेषित विवाद निम्न प्रकार है :-

"Whether the action of the Management of Assistant Chief Cashier North West Railway Ajmer in imposing penalty of removal from services of Sh. Sadashivam, Class-IV employee w.e.f. 4-4-2001 is legal, fair and justified ? If not, to what relief the applicant is entitled to ?"

नोटिस के उपरांत प्रार्थी पक्ष उपस्थित नहीं हुआ, श्रमिक प्रार्थी ने सेवा पृथक्करण की अवैधता को सिद्ध करने के लिए ना तो कोई क्लेम पेश किया और न ही दस्तावेजों साक्ष्य या मौखिक साक्ष्य से अपने कथनों को प्रमाणित किया है । अतः प्रार्थी पक्ष अपना मामला सिद्ध नहीं कर पाया है ।

आदेश

एतद्वारा प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि प्रार्थी पक्ष (सदाशिवम् क्लास-फोर) अप्रार्थी पक्ष के विरुद्ध

अपना मामला सिद्ध नहीं कर पाया है। अतः, प्रबंधक असिस्टेंट चीफ कैशियर, नॉर्थ वेस्ट रेलवे, अजमेर द्वारा श्रमिक श्री सदाशिवम् क्लास-फोर को दिनांक 4-4-2001 से कार्य से पृथक् करना उचित एवं वैध है। अतः, प्रार्थी पक्ष किसी राहत को प्राप्त करने का अधिकारी नहीं है।

आर. एस. मीणा, न्यायाधीश

नई दिल्ली, 11 दिसम्बर, 2007

का.आ. 25.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट (संदर्भ संख्या 44/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-12012/20/2005-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th December, 2007

S.O. 25.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government here by publishes the Award (Ref. No. 44/2005) of Central Government Industrial Tribunal-Cum Labour Court, Bangalore, as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 11-12-2007.

[F. No. L12012/20/2005.IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated 19th November, 2007

PRESENT

A. R. SIDDIQUI, Presiding Officer

C. R. No. 44/2005

I PARTY

Smt. Ammayamma,
No.28, Jayrama Layout,
Devasandra Tent Road,
Doorvaninagar post,
BANGALORE.

II PARTY

The Deputy General Manager,
State Bank of India,
Zonal Office, Personnel Section,
48 Church Street, P.B.No.5014,
BANGALORE.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dis-

pute *vide* order No. L-12012/20/2005-IR (B-1) dated 4th October, 2005 for adjudication on the following schedule:

SCHEDULE

"Whether the management of State Bank of India is justified in terminating the services of Smt. Ammayamma, Temporary Part time Employee? If not, what relief Smt. Ammayamma is entitled to and from which date?"

2. The case of the first party workman Smt Ammayamma, (hereinafter referred to, as the first party) as made out in the claim statement, in brief, is that she joined the services of the management as a Group -D employee in the year 1984 having studied upto 6th standard and the management extracted work from her from January 1984 to August 2004 over a period of 2 decades without granting the status of permanent employee. On the other hand on 27-08-2004, the management issued an endorsement to the first party stating that she was not eligible for absorption in the bank service on permanent basis as she did not complete the required period of temporary service; that the management dispensed with the services of the first party w.e.f. 27-08-2004 in violation of principles of natural justice in as much as she was not given any notice of termination nor was paid any retrenchment compensation as required under Section 25F of the ID Act; that the first party raised the dispute with the RLC(Central), Bangalore alleging that her termination was bad in law and that the management failed to absorb her in services etc. The management took up the contention that she was not qualified for absorption and therefore, the conciliation ended in 'failure report' resulting into the present reference; that the, first party after being removed from service made a representation dated 14-07-2005 to the management to continue her services but the management by its endorsement dated 20-7-2005 turned down her request. Therefore, the first party contended that in the light of the decision of their Lordship of Supreme Court reported in 1985 Lab SC 1733 her services ought to have been considered for permanent absorption particularly, when the other persons who were similarly situated have been regularized. Therefore, the action of the management amounts to discrimination, unjust, illegal and violative of the provisions of Article 14 of the Constitution of India and in the result she is entitled to get the relief of reinstatement with all consequential benefits and the relief of status of permanent absorption from the date of which the other persons have been absorbed in service.

3. The management by its counter statement among other things contended that the first party worked as a temporary employee against the leave vacancy in few of its branches and her services were utilized in the said capacity and not for a period of more than 600 days or for a period of 10 hours a day; that the management was engaging temporary employees in the casual vacancies prior to 1987 and in view of the long standing demand of All India

Bank Employees Federation to make those employees permanent, a settlement was arrived at on 17-11-1987 to give a chance to the temporary employees to be considered for permanent absorption subject to the terms and condition contained in the settlement. and accordingly temporary employees and daily wagers who were found eligible for permanent employment had been empanelled separately under 3 categories namely, : A, B & C. The first party fell under the category 'C' as she had rendered temporary service of 57 days between 01-07-1975 and 31-07-1988. The management absorbed the persons in the aforesaid three categories on the basis of seniority and vacancies arising up to December 1994 and the aforesaid Bipartite Settlement lapsed from December 1997; that the vacancies which were available to the management have been filled up and the panels have also lapsed in December 1997 and therefore, no infirmity can be found with the action of the management in not absorbing the services of the first party on permanent basis or otherwise.

4. In order to justify its action of terminating the services of the first party as per the point of dispute under reference schedule, the management filed affidavit evidence of one Mr. S.G. Gachinamath, just, reiterating the various contentions taken by the management in its Counter Statement and in his further examination chief got marked 3 documents at EX.M1 to M3. During the course of his cross examination, while, admitting the fact that the first party worked with the management from 1984 to 2004 he volunteered to say that it was not on continuous basis and that she was being engaged as a casual worker when ever the regular employee was going on leave or absent for any reason. It was elicited that they have got the records showing the payment of wages and the days, the first party was engaged with the bank and that she was being paid through cheques. It was elicited that the first party was being engaged in different branches of the management and was placed under the category 'C' as indicated in the above said Bipartite Settlement dated 17-11-1987 and that her services could not be regularized as she did not fulfill the requirements as per the said settlement. It was elicited that they have admitted before the ALC by filing additional objection statement that the first party worked for 57 days during the period from 1-1-1975 to 31-7-1988.

5. The first party also filed her affidavit and in brief stated that she worked with the management for about a period of 20 years continuously and she has been denied the relief of permanent appointment vide order dated 27-08-2004 and that her termination was without any notice or payment of retrenchment compensation amounting to illegal retrenchment. She once again referred to the above said decision of their Lordship of Supreme Court reported in 1985 Lab SC 1733. In her cross examination it was elicited that she joined the services of the bank in the year 1984 and there was no appointment order in writing as such in her favour. She denied the suggestion that she has

been engaged as a temporary employee whenever any sub staff/sweeper was going on leave. She denied the suggestion that she did not work continuously for a period of 240 days between the year 1984 and 2001 and it was then elicited from her that she had produced before this tribunal the documents dated 21-07-2003, 15.12-1998, 30-07-1997 and for the year 1994 marked at EX-W1 series showing the actual working days during the months and years as shown in those documents.

6. The learned counsel for the first party has submitted his written arguments urging once again the very same contentions as taken by the first party in the claim statement and in her affidavit before this tribunal. His main argument was to the effect that the first party workman worked with the management continuously for a period of more 240 days in each calendar year and therefore, her termination was bad in law. His second argument was to the effect that the services of the first party ought to have been regularized keeping in view the terms of the settlement dated 17-11-1982 (ought to have been 1987) in any of those categories as she admittedly worked for a period of more than 70 days between the period 1-07-1987 to 31-07-1988.

7. Whereas, learned counsel for the management in his oral arguments submitted that the management with all sincerity followed the terms of the above said bipartite settlement uptill the year 1994 absorbing the services of temporary employees against the casual vacancies available based on the seniority as well as eligibility of the candidate and since by the time the turn of the first party came, the above said settlement and the panel prepared by the management came to be lapsed in the year 1997, her services would not be regularized. The next contention for the learned counsel was to the effect that at no point of time the first party worked for a period of 240 days continuously in any calendar year with any of the management's branches and therefore, in his view there was no violation of principles of natural justice or under the provisions of Section 25F of the ID Act.

8. After having gone through the records and the statement of the management witness as well as the first party in their cross examination and the very stand taken by the management in its counter statement, it appears to me that the action of the management in terminating the services of the first party tantamount to retrenchment as defined under Section 2(00) of the ID Act read with Section 25F of the said Act. The management as noted above, in support of its case that its action in not regularizing the services of the first party was justified in the light of the terms. of the said settlement, produced the very settlement before this tribunal at EX-M1. The terms of the said settlement are not disputed this case. The fact that the management was unable to regularize the services of the permanently in terms of the said settlement as the panels prepared for the said purpose came to be lapsed in the year

1997 and that the casual vacancies which arose for the purpose of the said settlement were filled up uptill the year 1994 is again not to be disputed by the first party. Her contention that she worked for a period of more than 57 days or for a period of 70 days in between the year 1975 and 1988 and therefore was eligible to be absorbed in service permanently was not disputed by the management but with a stand that her services could not be regularized as the panel prepared for the said purpose came to be lapsed in the year 1997 itself, by the time her turn came to be considered for the said purpose. The aforesaid contentions taken by the management as well as the first party with respect to the terms of the said settlement and the right of the temporary employee to be confirmed in service as per those terms, in my opinion are not at all relevant to be considered for the purpose of disposal of the present dispute. The present dispute as noted above, is about the alleged illegal action of the management in terminating the services of the first party and not its action in not absorbing the services of the first party on permanent basis under the said settlement. Therefore, now the only relevant question to be considered would be as to whether the first party worked with the management for a period of 240 days continuously preceding her termination alleged to have taken place in the month of August 2004. The management to negative the above said claim of the first party relied upon the other two documents namely, Ex-M2 & M3. Ex-M2 is the correspondence made between the Assistant General Manager and the Dy. General Manager of the Zonal Office with regard to the representation made by the first party for her absorption in services. Wherein the particulars of the working days given by the management are to the effect that she worked for a period of 143 days in the year 1994 in two of the branches of the management. She worked for a period of 198 days including 39 days in Zonal office, Bangalore in the year 1995. She worked for a period of 130 days including the period of 71 days she worked in AFS, Yelahanka branch. It is further noted in the said correspondence that engagement of the first party was against the leave vacancy as a temporary sweeper. The last sentence of this correspondence is to say that at present the first party is not working in LHO either in temporary services or otherwise. The next document produced by the management at EX.M3 dated 21-07-2003 is to the effect that the first party worked for a period of 143 days in the year 1994, 198 days in the year 1995, 183 days in the year 1996, 120 days in the year 1997, 130 days in the year 1998, 150 days in the year 1999, 168 days in the year 2000 and 63 days in the year 2001 i.e. in all for a period of 1155 days during the aforesaid years. The management also took support of the various documents produced by the first party workman marked in her cross examination at EX-W1 series referred to supra. The first document is dated 21-7-03 which has already been marked on behalf of the management at EX-M3 as noted above. The next document is the certificate speak to the fact that the first party

worked for a period of 90 days in the year 1994. The document dated 10-10-1998 is a certificate to show that the first party worked between July and September 1998 for full pay for 58 days and for half pay for 13 days. The next certificate dated 15-12-1998 in favour of the first party by the Assistant General Manager, SBI, Doorvaninagar is to say that the first party worked for 37 days against full pay and 237 days against half pay between the year 1991 and 1994. The certificate dated 30-07-1997 issued by the Assistant General Manager is for the period between the years August 1996 and February 1997 showing the period of working days of the first party. The certificate dated 21-5-2001 once again issued by the Assistant General Manager is to show that the first party worked for a period of 168 days in the year 2000 and 63 days in the year 2001. The certificate dated 18-07-2003 by the Chief Manager, HAL branch, Bangalore certifies to the effect that the first party worked as temporary sweeper for a period of 185 days b e t w e e n 1-04-2002 and 8-10-2002. The certificate dated 27-11-1999 is to show that as on the said date the first party is being engaged w.e.f. 1-10-1999. The certificate dated 29-11-1993 is to show that the first party worked for a period of 59 days during September and October 1993. Now, comes a letter dated 4-06-2004 written to the first party by the Chief General Manager in response to her letters dated 11-2-2004 and 26-05-2004 stating that their Zonal office Bangalore is in the process of examining her claim for absorption in the bank on permanent basis and they shall revert to her on hearing from them. The last document under W1 Series is dated 17-12-2004. It is the additional objection statement filed by the management before the Conciliation Officer stating that the first party worked for a period of 57 days between 1-1-1975 and 31-7-1988. Now therefore, as per the aforesaid documents as argued for the, management in no calendar year with no branch of the management the first party appears to have worked continuously for a period of 240 days. But the next question now to be considered would be whether the management produced before the court all available and relevant documents to dispute the contention of the first party that she worked continuously for a period of 240 days in each of the calendar year and during the aforesaid period from 19-8-1984 to 2004. The management witness in his cross examination as noted above, was to admit that they have got the records showing the payment of wages and the dates of the first party was engaged with the bank and that they have paid the wages through cheques. The management did not produce before this tribunal the aforesaid records except the aforesaid two documents at EX-M2 & 3. The fact that the first party worked with the management up till August 2004 in which month her services were terminated by the management very interestingly has not been denied by the management in its counter statement or in the affidavit of MW1. As seen above, the management throughout the counter statement and the affidavit mainly concentrated

and put thrust upon the fact as to why the services of the first party could not be regularized in the terms of the above said settlement except taking a casual contention that the first party did not work for a period of 240 days continuously in any calendar year. The management failed to bring on record any material to suggest as to for how many days in each calendar year or atleast in 12 calendar months immediately preceding the date of termination of the services of the first party worked with the management. The fact that the first party was in the services of the management even as on 04-06-2004 is evident from the very letter written by the Chief Manager. The letter dated 4-6-2004 marked in Ex-W1 series written by the Chief General Manager to the first party reads to the effect that her representations to regularize her in services dated 11-2-2004 and 26-05-2004 are under the process of consideration. There is no denial of the fact that as on the date the first party was still in the service of the management. At the cost of repetition I must once again bring on record the fact that the management except to meet the contention of the first party as to why her services were not regularized in the light of the aforesaid BPS, took up no contention in its counter statement or in the affidavit of MW1 specifically suggesting that the first party did not work for a period of 240 days continuously in 12 calendar months immediately preceding the date of her termination. A very general and casual contention was taken by the management to say that in no calendar year she worked for 240 days continuously. Of course, as now, settled by various decisions of their Lordship of Supreme Court and the Hon'ble High Court that the primary burden in the cases like one on hand cast upon the first party to substantiate her case of her 240 days continuous service before her/his termination but the burden will be shifting from one side to the other when the workman discharges the same initially. In the instant case as noted above, there being no denial on the part of the management that in the month of March 2004 or in the month of June 2004 as noted above, the first party was in the services of the management, the burden gets shifted to the shoulders of the management to show that she did not work continuously for a period of 240 days and more immediately preceding her termination. Infact, as noted above, no such specific contention was taken by the management much less denying the contention of the first party that her services were terminated in the month of August 2004. Therefore, I must record a finding to the effect that the first party worked with the management in between the year 1984 and 2004 and she worked with the management continuously for a period of 240 days immediately preceding her termination. Therefore, there being no compliance of section 25F of the ID Act, the termination amounts to illegal retrenchment and therefore, is liable to be set aside as illegal and void ab initio. In the result, the first party will be entitled to the relief of reinstatement with all other consequential benefits from the date of termination till the date of her reinstatement.

9. Keeping in view the undisputed fact that the first party was in the service of the management all along for a period of more than 2 decades, it appears to me that ends of justice will be met if the management is called upon to consider the case of the first party for her absorption in to its services on permanent basis. Hence the following Award:

AWARD

The management is directed to reinstate the first party workman in to its services with full back wages from the date of her termination i.e. w.e.f. 27-08-2004 till the date of her reinstatement with full back wages and continuity of service with all other consequential benefits. The Management shall reconsider the case of the first party workman for her absorption in service on permanent basis. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 19th November 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 11 दिसम्बर, 2007

का.आ. 26.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 34/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2007 को प्राप्त हुआ था।

[सं. एल-12012/3/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th December, 2007

S.O. 26.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government here by publishes the Award (Ref. No. 34/2004) of Central Government Industrial Tribunal-Cum-Labour Court, Bhubaneswar, as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 11-12-2007.

[No. L.12012/3/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, BHUBANESWAR**

PRESENT

Shri N. K. R. MOHAPATRA
Presiding Officer

C. C. I. T. -cum-Labour Court,
Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 34/2004

Date of Passing Award-27th November 2007

Between :

The Management of the Branch Manager,
State Bank of India, Parlakhemundi Branch,
Parlakhemundi, Orissa.

...1st Party-Management.

AND

Their Workman Shri D.S. Raju, C/o. Shri K. Appanna,
Vengala Rao Colony, At/Po. Amadalavalasa, (AP).
Srikakulam - 532 185

...2nd Party Workman.

APPEARANCES:

Shri P.K. Mohanty
Manager, Law

... For the 1st Party
Management

None

... For the 2nd Party
Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/3/2004 (IR (B-1), dated 07-06-2004 :—

“Whether the action of the Management of State Bank of India, Parlakhemundi by not giving appointment to Shri D. S. Raju, Temporary Messenger even though he was selected in the Panel List is legal and justified? If not what relief he is entitled to?”

2. In response to the above reference the workman filed his claim statement claiming regular service under the Management. His above statement of claim is so unspecific and devoid of the details that no head and tail can be formed for proper adjudication of the above reference. In view of the same it is worth mentioning to refer to the background of the case as narrated by the Management in its counter.

3. From the judgment of the Hon'ble High Court of Orissa in O.J.C. 2787/1997 disposed of on 15-5-1998 to which the Management has referred, it appears that with an attempt to regularize the services of various temporary/casual Messengers engaged in different branch banks, the Management of State Bank of India and the Federation of Bank Employees entered into an agreement (settlement) on 17-11-1987 indicating the policy to be adopted with regard to regularization of such employees engaged temporarily in different branch offices. Accordingly these workers were grouped as A, B and C depending upon the numbers of days each were engaged. This settlement was followed by several other settlement extending the operative period of the first settlement up till 31-3-1997. The temporary employees categorized as A, B and C were offered with opportunities to face suitability test and as per the settlement some of them were absorbed as permanent staff

depending upon the vacancy position and the posts created subsequently and those who could not be absorbed within the currency period ending on 31-3-1997 were automatically disengaged. Being aggrieved with the above action of the Management some of the workers who were in the panel but could not be absorbed in the above process challenged the above action of the Management before the Hon'ble High Court of Orissa by filing several O.J.Cs. In these O.J.Cs the competency of the Federation to enter into such settlement was also questioned besides many other aspects. While disposing of these O.J.Cs. the Hon'ble Court in a common order passed the O.J.C. 2787/97 have already held that the panel prepared by the Management was in accordance with the settlement with the Federation. It has further been observed that the panel of temporary workers/Messengers so prepared would be inoperative after the currency period of the Settlement, that is after 31-3-1997 even though it was indirectly pleaded by the parties to keep the modalities followed in regularizing the empanelled workers open even after 31-3-1997. In the instant case the case of the workman being almost similar as evident from the terms of reference, the Management cannot be blamed for not regularizing the workman after the currency period of the settlement mainly because he was selected to be empanelled in the wait list.

4. In the above premises, I find no infirmity in the action of the Management and as such the workman is not entitled for any relief.

5. The reference is answered accordingly.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 11 दिसम्बर, 2007

का.अ. 27.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट (संदर्भ संख्या 63/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-12012/192/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th December, 2007

S.O. 27.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government here by publishes the Award (Ref. No. 63/2007) of Central Government Industrial Tribunal-Cum Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 11-12-2007.

[F. No. L-12012/192/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated 27th November, 2007

PRESENT

A. R. SIDDIQUI, Presiding Officer

C. R. No. 63/2003

I PARTY

Shri R. Srinivasa Rao,
 No. 68A, First Floor, 8th C Main Road,
 Jaya Nagar, IV Block,
 Bangalore-560011.

II PARTY

The Deputy General Manager,
 State Bank of India, Zonal Office
 48 Church Street,
 Bangalore.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section II of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/192/2000-IR(B1) dated 21st May, 2007 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of State Bank of India, Zonal Office, Church Street, Bangalore in imposing the penalty of discharge from the services of Shri R. Srinivasa Rao is justified or not? If not, what relief Shri Rao is entitled to?"

2. After the receipt of the reference from the Govt. Notices were taken against both the parties. On the first date of hearing itself, i.e. on 20-07-2007, the management made appearance before this tribunal through advocate Shri A. G. S and whereas, notice issued to the first party by way of registered post came to be returned 'unserved' with a postal endorsement that 'the addressee is not residing at the given address'. Then a fresh notice by RPAD was issued to the first party adjourning the case to 24-08-2007 and once again the said notice came to be returned unserved with an endorsement "Left, new address not known hence return to the sender". To be on safer side once again fresh notice by RPAD was ordered against the first party and case was adjourned to 21-09-2007. This notice again returned back without service with a postal endorsement "Left, return to the sender". Therefore, there being no point in issuing any further notice to the first party, the matter came to be posted on 29-10-2007 for filing of his claim statement, on which date again he did not turn up nor any claim statement was filed on his behalf and hence this award.

3. As could be seen from the order sheets maintained by this tribunal, not once but thrice notices were taken

against the first party by RPAD and all those notices have returned back without service for the reason that the first party is not available at the address given in the reference schedule. That apart, the first party suo-moto must have appeared before this tribunal to find out the fate of the reference made to this tribunal at his instance at the result of the failure report submitted by the Conciliation Officer. Therefore, from the conduct of the first party in not pursuing the matter and in view of the fact that his whereabouts are not available, there is no point in keeping the matter pending any more. Hence the following Award :

AWARD

The reference stands rejected. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 27th November, 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 11 दिसम्बर, 2007

का.आ. 28.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि. न्यू इंडिया इन्शोरेंस कम्पनी लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पुणे के पंचाट (संदर्भ संख्या 03/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-17012/14/2004-आई. आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th December, 2007

S.O. 28.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2005) of Industrial Tribunal, Pune as shown in the Annexure in the industrial dispute between the management of The New India Assurance Company Ltd., and their workmen, received by the Central Government on 11-12-2007.

[F.No.L-17012/14/2004-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI S. M. KOLHE, INDUSTRIAL
TRIBUNAL, PUNE

REFERENCE (IT) No. 3 OF 2005

Between :

The New India Assurance Company Ltd. ... First Party
 Atur Chambers, Moledina Road,
 Pune-411 001

Versus

And :

Mrs. Manda Manohar Chopade ... Second Party
 R/at Bhimpura, H.No. 1499,
 Gali No.14, Camp
 Pune-411001

In the matter of : Demand for reinstatement with continuity of service and full back wages.

Appearances : Shri D. D. Kalani, Advocate for First Party.
Smt. Mharolkar, Advocate for Second Party.

AWARD**DATE : 30-11-2007**

1. Industrial dispute involved in this reference is as under.

2. By filing Statement of Claim, second party has prayed for relief of reinstatement with continuity of service and full back wages. It is alleged that since January 1998 second party has been working with first party company on daily wage basis. It is also alleged that second party put in continuous service of 240 days per year with first party company. It is contended that second party was performing the duties of Peon and the said work was permanently available with first party company. It is alleged that on 5 April, 2003, services of second party employee were orally terminated without assigning any reason. It is alleged that termination of the services of the second party is illegal for non-compliance of Section 25-F, G & H of I. D. Act. Second party made request to first party company to allow her to perform the work, but first company did not respond. Second party approached to office of Labour Commissioner for redressal of their grievance. Office of Labour Commissioner issued failure report. Consequently this reference is made for adjudication of industrial dispute between the parties.

3. First party company filed written statement. It is denied that second party was in employment of first party and second party was performing the duties of Peon on daily wage basis. It is further denied that second party has put in continuous service of 240 days per year with first party company. It is mainly contended that second party used to do the work of cleaning premises and making arrangement of drinking water for one or two hours per day and that too, when such work was required to be done. It is further contended that payment of Rs. 50/- was made to the second party on vouchers whenever second party did the work with first party company. It is also contended that second party stopped performing the said work and there was no oral termination of her services on the part of first party company. It is further contended that there was no breach of Section 25F, G & H of I. D. Act on the part of first party. It is also contended that second party is similarly doing such type of work for one or two hours per day with Bank of Baroda on daily wage basis. It is also contended that there was no regular recruitment of second party with first party company as per the rules of recruitment. It is contended that second party is not entitled for any of the

reliefs as claimed. So, first party has prayed for rejection of reference.

4. Considering rival contentions of both sides, my learned predecessor framed following issues at Exh. 0-1.

ISSUES:

1. Does the second party prove that she was in the continuous employment of the first party since January 98 and has completed 240 days service in a calendar year ?
2. Does the second party prove that first party has illegally terminated her services without complying Section 25F, G & H of I. D. Act ?
3. Whether second party is entitled to get reinstatement with continuity of service and back wages ?
4. What Award ?
5. My findings on the above issues for the reasons stated below, are as under :

FINDINGS:

1. Negative.
2. Negative.
3. Negative.
4. As per final Award.

REASONS**ISSUE NOS. 1 TO 4**

6. Apart from oral evidence adduced by second party, xerox copies of some vouchers are produced. On behalf of first party company, Senior Divisional Manager has adduced oral evidence. Similarly Senior Branch Manager of Bank of Baroda has also deposed for and on behalf of first party company. Some xerox copies of the vouchers are also filed by first party company.

7. The learned Advocate for second party strongly submitted that since the year 1998 till the year 2003 second party has been continuously working with first party company and second party has put in continuous service of 240 days per year. According to her, second party was discharging the duties of Peon and was paid Rs. 50/- per day. She strongly submitted that oral termination of the second party in the month of April, 2003 on the part of first party company without compliance of Section 25F of I. D. Act, is illegal and second party is entitled for relief of reinstatement with continuity of service and full back wages. On the other hand, the learned Advocate for the first party Company argued that second party was not in the employment with the first party but she used to do the work of cleaning the premises and making arrangement of drinking water. According to him, such work was performed by second party within 1 or 2 hours as per the convenience of the second party and it was not regular work. He further argued that Rs. 50/- per day was the amount paid to the second party as and when second party performed such work for 1 or 2 hours per day. The learned Advocate for the

first party company strongly submitted that there was no question of termination of the services of the second party as second party was not in employment of the first party. According to him, there was no question of breach of Section 25F of I.D. Act on the part of first party company and second party is not entitled for any of the reliefs as claimed.

8. After considering oral and documentary evidence on record and after hearing the submissions of both the sides, I would like to point out that there is no authentic and trustworthy evidence to show that second party was in employment of first party company to perform the duties of Peon either on daily wage basis or in the capacity of temporary employee. It cannot be ignored that there was no appointment order in writing in favour of second party employee and there are no terms and conditions of employment of second party employee with first party company. In fact, there is absolutely no documentary evidence to show that second party employee was getting all the benefits such as Provident Fund, E. S. I. Leave benefits, etc. to which the regular employee of first party is entitled for. Moreover, there is absolutely no reliable and satisfactory evidence to show that second party employee was discharging the duties of Peon for every day with first party company. Copies of vouchers produced by both the sides on record shows that second party was paid Rs. 50 on account of services rendered by second party with the first party. Some of the vouchers show that the work of cleaning the premises and the work of making arrangement of drinking water was done by the second party for which second party was paid Rs. 50/-. It cannot be said from the copies of vouchers on record that second party was discharging duties of Peon on regular basis and continuously with first party company. Infact the case made out by first party that second party used to do 1 or 2 hours work of cleaning the premises and making arrangement of drinking water is more acceptable and probable in view of contents of the said vouchers as well as other evidence on record. It is specific contention of the first party company that second party has been working as a Sweeper with Bank of Baroda and such work is done for 1 or 2 hours per day with said bank. Sr. Branch Manager of Bank of Baroda has supported this contention of first party company. There is absolutely no reason to disbelieve oral evidence of Sr. Branch Manager of Bank of Baroda. Thus it is established on the strength of evidence on record that second party was doing the work of Sweeper for 1 or 2 hours with Bank of Baroda. Once second party was working with Bank of Baroda to do the work Sweeper, it cannot be accepted and believed that second party was regularly performing the duties of Peon with first party company on daily wage basis. On the contrary, it can be easily said that second party employee was discharging the work of cleaning the premises and making arrangement of drinking water for 1 or 2 hours per day with first party company and second

party was also doing such work of sweeper with Bank of Baroda simultaneously on daily wage basis. If the second party was really discharging duties of peon on daily wage basis, it would not have been possible for second party employee to work as a Sweeper on daily wage basis with Bank of Baroda. First party company has produced a letter alleged to have been signed by second party employee. First party company has made out a case that second party employee had accepted by way of said letter that she was not in regular employment either on daily wage basis or on temporary basis with first party company. Second party employee has denied truthfulness and authenticity of the said letter and also denied signature thereon. Second party has also disputed truthfulness of some vouchers which are alleged to have been signed in Marathi by second party employee. Infact alleged letter and some vouchers bearing signature in Marathi, do not form substantial evidence to adjudicate the dispute between the parties. Keeping aside the controversy in respect of the said letter and Marathi signature on some vouchers, other vouchers and other oral evidence on record is sufficient and reliable evidence to show that second party employee was not in employment on daily wage basis to perform the duties of the peon with first party company. At the most, it can be said that the second party employee used to do the work of cleaning the premises and making arrangement of drinking water and second party used to pay Rs.50 for the said work. In such circumstances, I am of the opinion that evidence on record is not sufficient and credible enough to substantiate and prove the contention of second party employee pertaining to employment with first party company on daily wage basis to perform the duties of peon. So, it cannot be said from evidence on record that second party employee has put in continuous service of 240 days with first party company by performing duties of peon. Consequently Sections 25F, G & H of I. D. Act are not attracted to the present dispute and it cannot be said that the respondent committed breach of the said provisions by making illegal termination of second party employee.

9. The learned Advocate for the second party employee relied on case law reported in 2003 (3) Mh. L. J. 127 and submitted that adverse inference can be drawn against first party company for withholding the documents pertaining to employment of the second party employee. In the present matter, vouchers in respect of payment made to second party employee, is the only documentary evidence. Moreover, copies of such vouchers are produced by both the parties on record. I have already considered authenticity and evidentiary value of said vouchers for adjudicating dispute particularly on the point of employment of second party employee with the first party company. Moreover, there is no question of drawing adverse inference against the first party company in the present matter since the available original documentary evidence is produced by both the sides on record.

10. The learned Advocate for the second party employee also relied on caselaw reported in 2005-AIR-SCW 1817, Gujarat High Court. Their Lordships have laid down that in absence of letter of appointment, once workman has performed work for 240 days continuously, termination without compliance of Section 25F of I.D. Act is illegal and such workman is entitled for reinstatement with full back wages. This ratio is not applicable to the present matter. I have already observed and held that second party employee used to do the work for 1 or 2 hours per day for cleaning the premises and for making arrangement of drinking water with the first party company. I reiterate that the second party employee failed to prove either the status of daily wage employee or the status of temporary employee. In such circumstances, there was no question of completing 240 days continuous service on the part of second party employee with the first party company. Thus, ratio of supra caselaw is not attracted to the present matter and is not helpful to the second party employee.

11: Taking into consideration the above discussion, I am of the opinion that second party employee has failed to substantiate and prove that the second party employee was in continuous service for 240 days per year and first party company illegally terminated the services by committing breach of Sections 25F, G & H of I. D. Act. Thus second party employee is not entitled for relief of reinstatement with continuity of service and full back wages as claimed. So, I answer the point accordingly.

12. In view of my above discussion, it is revealed that second party employee used to do the work for 1 or 2 hours with first party company and used to get Rs. 50 for the said work. Considering the fact that second party employee has already crossed 40 years of age and has no source of income, I am of opinion that first party company may continue to give such work of cleaning the premises and making arrangement of drinking water to the second party employee. If such work is available and if second party employee has made fresh representation by showing their willingness to do such work.

13. In the result, I reject the reference and pass the following Award.

AWARD

1. Reference (IT) No. 3 of 2005 is rejected.
2. Demand of second party employee pertaining to relief of reinstatement with continuity of service and full back wages, is not substantiated and duly proved and is not granted in favour of second party employee.
3. If second party employee makes fresh representation by showing willingness to do the work, first party company may consider such representation with sympathy and may allot the work of cleaning the premises and making arrangement of drinking water to second party

employee as and when such work of 1 or 2 hours is available with first party company and first party company may make such reasonable payment for the said work to second party employee which is deemed to be fit and reasonable in the context of nature of the work.

4. Award be drawn up accordingly.

PUNE.

Date: 30-11-2007.

S. M. KOLHE, Industrial Tribunal, Pune.

नई दिल्ली, 11 दिसम्बर, 2007

का.आ. 29.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार माइक्रोवेव प्रोजेक्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-40012/39/91-आई आर (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 11th December, 2007

S.O. 29.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal/Labour Court, Kota as shown in the Annexure in the industrial dispute between the employers in relation to the management of Microwave Project and their workman, which was received by the Central Government on 11-12-2007.

[F. No. L-40012/39/91-IR (DU)]

SURENDRA SINGH, Desk Officer

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज. पीठासीन अधिकारी- श्री गौचरन बाबुदार, आर. एच. जे. एस. निर्देश प्रकरण क्रमांक : औ. न्या. -14/91

दिनांक स्थापित : 710-91 व दाजदायर दि. 13-8-2007

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश संख्या एस. 40012/39/91-आई आर डी. यू. दि. 30-9-91

निर्देश/विवाद अन्तर्गत धारा 10(1) (घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

रमेशचन्द्र पुत्र श्री जानकीदास निवासी
ग्राम एवं पोस्ट दीगोदा जिला कोटा।

...प्राथी श्रमिक

एवं

1 - सहायक अभियन्ता, माइक्रोवेव प्रोजेक्ट, कोटा।

- 2 - डी. ई. टी. डिविजनल इंजीनियर टेलीग्राफ माईक्रोवेव प्रोजेक्ट, जयपुर।

...अप्रार्थीगण नियोजक

उपस्थित

- प्रार्थी श्रमिक की ओर से प्रतिनिधि :- श्री एन. के. तिवारी
अप्रार्थीगण नियोजक की ओर से प्रतिनिधि :- श्री विश्वजीत शर्मा
अधिनिर्णय दिनांक :- 13-11-07

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा अपनी उक्त प्रासांगिक अधिसूचना/आदेश दिनांक 30-9-91 के जरिए निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जायेगा की धारा 10(1)(घ) के अंतर्गत इस न्यायाधिकरण को अधिनिर्णय सम्प्रेषित किया गया है :-

"Whether the action of AEN, Microwave Project, Kota and DET, Jaipur in terminating the services of Sh. Ramesh Chand, S/o Sh. Jankidas, Casual Labour Under AEN, Microwave Project, Kota at Rawatbhata w.e.f. 1-12-1987 is justified? If not, to what relief the concerned workman is entitled?"

2. उक्त निर्देश/विवाद प्राप्त होने पर न्यायाधिकरण द्वारा इस मामले में पक्षकारों को पूर्व में गुणावगुण पर सुना जाकर दिनांक 17-3-99 को अधिनिर्णय पारित करते हुए यह निर्धारित किया गया था कि प्रार्थी श्रमिक रमेशचन्द्र आलाज श्री जानकीदास को प्रतिपक्षीगण नियोजक सहायक अभियन्ता, माईक्रोवेव प्रोजेक्ट, कोटा एवं डी. ई. टी. डिविजनल इंजीनियर, टेलीग्राफ माईक्रोवेव प्रोजेक्ट, जयपुर द्वारा दिनांक 1-12-87 से सेवा से पृथक् करना उचित एवं वैध नहीं है, फलस्वरूप प्रकरण की परिस्थितियों में प्रार्थी श्रमिक पिछले 30% वेतन व सेवा की निरन्तरता सहित पुनः सेवा में आने का अधिकारी घोषित किया जाता है।" इस अधिनिर्णय के विरुद्ध अप्रार्थीगण नियोजक ने माननीय राज. उच्च न्यायालय में एस.बी.सिविल रिटपिटि. नम्बर 4276/1999 प्रस्तुत की और तदुपरान्त डी. बी. स्पेशल अपील रिट नम्बर 194/2000 प्रस्तुत की व इसके बाद माननीय उच्चतम न्यायालय ने विशेष अनुमति याचिका सी. ए. नं. 2851/2005 का दि. 18-7-2007 की निर्णय करते हुए इस न्यायाधिकरण को निम्नप्रकार निर्देशित किया:-

"We, think it appropriate to remit the matter to the Tribunal for fresh consideration. Parties will be permitted to place material in support of their respective stand. As the matter is pending since long, we request the Tribunal to dispose of the matter within a period of four months from the date of receipt of the copy of this judgment."

3. माननीय उच्चतम न्यायालय के उक्त निर्णय की सूचना जरिये पत्रांक 3458/20041x/1/xIII दिनांक 30-7-07 इस न्यायाधिकरण को दिनांक 13-8-07 को प्राप्त नहीं हुई, किन्तु सूचना-पत्र के

साथ निर्णय की प्रमाणित प्रतिलिपि प्राप्त नहीं हुई। पक्षकारों की ओर उक्त निर्णय की प्रमाणित फोटोप्रति न्यायाधिकरण में दिनांक 24-8-07 को प्रस्तुत की गयी। तदुपरान्त माननीय उच्च न्यायालय के पत्रांक 454 दिनांकित 3-8-07 के जरिये उक्त निर्णय की प्रमाणित फोटोप्रति इस न्यायाधिकरण को दिनांक 26-9-07 को प्राप्त हुई। निर्देशानुसार प्रकरण पत्रावली पुनः पुराने नम्बर पर दर्ज कर सुनवाई प्रारम्भ हो गयी।

4. प्रार्थी श्रमिक पक्ष की ओर से कोई नया क्लेम स्टेटमेंट प्रस्तुत नहीं करना चाहा गया। अप्रार्थीगण नियोजक की ओर से संशोधित जवाब पेश दिया गया। तदुपरान्त प्रार्थी श्रमिक की ओर से भी जवाब का प्रत्युत्तर प्रस्तुत किया गया।

5. प्रार्थी श्रमिक रमेशचन्द्र की ओर से प्रस्तुत स्टेटमेंट आफ क्लेम के अनुसार संक्षिप्तः तथ्य इस प्रकार हैं कि प्रार्थी श्रमिक द्वारा प्रतिपक्षीगण, सहायक अभियन्ता, माईक्रोवेव प्रोजेक्ट, कोटा व डी. ई. टी. डिविजनल इंजीनियर, टेलीग्राफ माईक्रोवेव प्रोजेक्ट, जयपुर (जिन्हें तदुपरान्त "अप्रार्थीगण नियोजक" से सम्बोधित किया जावेगा) के यहाँ नियोजन में दिनांक 8-12-86 से आकस्मिक श्रमिक के रूप में सेवा में नियोजित होकर दिनांक 30-11-87 तक निरन्तर कार्य कर, उक्त नियोजनकाल में बारह कलेण्डर माह में 240 दिवस से अधिक अवधि तक कार्य किया गया था तब अप्रार्थीगण नियोजक द्वारा प्रार्थी श्रमिक को दिनांक 1-12-87 से बिना बरिष्ठता सूची को प्रकाशित किये व पहले आये बाद जाये सिद्धांत की परिपालना किये, प्रार्थी से कनिष्ठ कई अन्य श्रमिकों को यथावत कार्य पर बनाये रखते हुए, बिना एक माह का नोटिस अथवा नोटिस वेतन व छंटनी मुआवजा दिये अथवा प्रस्तावित किए, अधिनियम की धारा 25-एफ व जी तथा औद्योगिक विवाद नियमों के नियम के नियम 77 के आज्ञात्मक प्रावधानों की बिना पालना किये अनुचित एवं अवैध प्रकार से सेवा से पृथक् कर दिया गया। आगे यह भी अभिकथित किया गया है कि प्रार्थी श्रमिक को सेवा से पृथक् करने उपरान्त कई नये श्रमिकों को नियोजन में नियोजित कर लिया गया, किन्तु प्रार्थी को पुनः नियोजन का अवसर प्रदान नहीं किया जो अप्रार्थीगण का कृत्य अधिनियम की धारा 25-एच के आज्ञात्मक प्रावधानों के विपरीत है। अन्त में प्रार्थना है कि प्रार्थी श्रमिक को पिछले सम्पूर्ण वेतन व देय समस्त लाभों सहित पुनः सेवा में बहाल करवाये जाने का अनुतोष प्रदान किया जावे।

6. अप्रार्थीगण नियोजक की ओर से जवाब क्लेम प्रस्तुत कर क्लेम को अस्वीकार किया गया है तथा प्रतिवाद स्वरूप अभिकथित दिया गया है कि प्रार्थी श्रमिक को तत्कालीन सहायक अभियन्ता द्वारा साईट बोराबास पर पोल पर बोल्ट आदि लगाने के लिए टावर फिटिंग के कार्य के लिए नियोजित किया गया था जो नियोजन टावर फिटिंग का कार्य समाप्त होने के साथ ही स्वतः समाप्त हो गया तथा अप्रार्थी श्रम का कोटा स्थित कार्यालय भी बन्द हो गया जिस कार्यालय को अब अगस्त, 93 में पुनः भरतपुर से इन्दौर टावर लाइन के लिए अस्थायी रूप से कोटा में खोला गया है। आगे यह भी अभिकथित किया गया है कि कार्यालय बन्द हो जाने के कारण वर्तमान में पुनः खोले गये इस कार्यालय में प्रार्थी श्रमिक के कार्य से सम्बन्धित कोई अभिलेख उपलब्ध नहीं रहा है, अभिलेख उपलब्ध

होने पर इस सन्दर्भ में पुनः निवेदन कर दिया जावेगा। अप्राथीगण नियोजक द्वारा प्राथी श्रमिक के मामले में अधिनियम के किसी प्रावधान की अवहेलना नहीं की गई है, अतः प्राथी श्रमिक का क्लेम सव्यय निरस्त किया जावे।

7. अप्राथीगण नियोजक की ओर से दिनांक 12-9-07 को संशोधित जवाब प्रस्तुत कर संक्षिप्तः अभिकथित किया गया है कि डॉयरेक्टर माईक्रोवेव प्रोजेक्ट दूर संचार विभाग, नई दिल्ली के द्वारा राजस्थान एटोमिक पावर प्रोजेक्ट आरएपीपी जो कि भारत सरकार का उपक्रम है, द्वारा दूरसंचार सेवायें उपलब्ध करवायें जाने हेतु डिविजनल इंजीनियर टेलीग्राफ माईक्रोवेव प्रोजेक्ट, जयपुर के अधीन कोटा में सब डिविजन स्थापित किया गया था, जिसकी कोटा बोरबास व आरएपीपी के मध्य यू. एच. एफ. सिस्टम माईक्रोवेव टावर सहित के कार्य प्रोजेक्ट वर्क के रूप में सम्पादित करना था। उक्त सब डिविजन द्वारा उक्त प्रोजेक्ट का कमिशनिंग सित. 87 तक कर लिया गया था और सम्पूर्ण प्रोजेक्ट दिस. 87 तक पूर्ण हो गया था। इस प्रकार माईक्रोवेव प्रोजेक्ट का उक्त सब डिविजन भी समाप्त हो गया था। तदुपरान्त चीफ जनरल मैनेजर, टेलीकॉम प्रोजेक्ट, नई दिल्ली द्वारा डॉयरेक्टर टेलीग्राफ प्रोजेक्ट, जयपुर के अधीन डिविजनल इंजीनियर, टेलीकॉम प्रोजेक्ट कोटा महुआ, भरतपुर ओ. एफ. सी. खंड के कार्य को सम्पादित करने हेतु सन् 93 में कोटा में स्थापित किया गया था और इस प्रोजेक्ट का माईक्रोवेव प्रोजेक्ट से कभी कोई सम्बन्ध नहीं रहा था। चूँकि प्राथी श्रमिक को उक्त माईक्रोवेव प्रोजेक्ट कार्य हेतु निश्चित शर्तों पर केजुअल मजदूर के रूप में साईट पर पोल पर बोल्ट आदि लगाने के लिए टॉवर फिटिंग एवं चौकिदारी के लिए नियोजित किया गया था जो कार्य सेवायें प्रोजेक्ट कार्य को समाप्ति पर स्वतः ही समाप्त हो गयी थी इस कारण प्राथी श्रमिक कोई लाभ प्राप्त करने का अधिकारी नहीं है। यह भी अभिकथित किया गया है कि प्राथी द्वारा माईक्रोवेव प्रोजेक्ट में आरएपीपी व बोरबास आदि साईट पर निश्चित शर्तों पर कार्य किया गया था जो प्रोजेक्ट सन् 87 में समाप्त हो गया, ऐसी स्थिति में प्राथी श्रमिक सेवा में बहाली की मांग करने से विवर्धित है। क्लेम सव्यय निरस्त किया जाये।

8. प्राथी श्रमिक की ओर से उक्त संशोधित जवाब का प्रत्युत्तर प्रस्तुत करते हुए संक्षिप्तः अभिलिखित किया गया है कि अप्राथीगण नियोजक द्वारा प्राथी श्रमिक को उनके नियोजन के सम्बन्ध में कभी भी सूचित नहीं किया कि उसे अमुक कार्य हेतु ही नियोजित किया जा रहा है तथा अप्राथीगण नियोजक द्वारा तथाकथित प्रोजेक्ट को अधिनियम की धारा 2(बी) के अन्तर्गत क्लोजर भी नहीं किया गया है। प्राथी श्रमिक के साथ अन्य श्रमिकगण अशोक कुमार, बच्चूसिंह, कन्हैयालाल, चन्द्रशेखर, सम्पत सिंह आदि भी कार्य कर रहे थे, जिन्हें भी नियोजक ने प्राथी के साथ ही नौकरी से हटा दिया था, किन्तु इन सभी श्रमिकगण को विभिन्न न्यायालयों के निर्णयों के अनुसार इयूटी पर ले लिया गया है और ये नियोजक के यहां कार्य कर रहे हैं। सम्पतसिंह श्रमिक का विवाद इस न्यायाधिकरण में चला तथा जिसमें न्यायाधिकरण द्वारा दि. 10-5-2000 को सेवा की निरन्तरता व 30% वेतन सहित सेवा में बहाली का अधिनिर्णय पारित किया गया था। उसके द्वारा दि. 28-8-2000 को उपस्थिति रिपोर्ट प्रस्तुत करने पर व

धारा 33-सी (2) अधिनियमान्तर्गत रु. 57,639/- का मांग प्रार्थना-पत्र प्रस्तुत करने पर अप्राथीगण नियोजक द्वारा उसे जरिये चैक दि. 8-4-02 इस राशि का भुगतान कर दिया गया व पुनः इयूटी पर ले लिया गया जो आज भी नियोजन में है। अभिकथित किया गया है कि प्राथी श्रमिक को किसी कार्य विशेष के लिए सेवा में नियोजित नहीं किया गया था और न ही किसी निश्चित सेवावधि के लिए नियोजित किया गया था, यदि कार्य समाप्त हो गया था तो सम्पत सिंह श्रमिक को अधिनिर्णय उपरान्त नियोजन में किस आधार पर लिया गया व भुगतान किस आधार पर किया गया। इसके अतिरिक्त प्राथी के साथ नियोजित श्रमिक, वर्तमान में किस आधार पर नियोजन में मौजूद है। संशोधित जवाब में अन्य तथ्य जो अभिकथित किये गये हैं वो स्वीकार्य नहीं हैं। संशोधित जवाब निरस्त करते हुए प्राथी श्रमिक को पिछले सम्पूर्ण वेतन व लाभों सहित सेवा में बहाल करवाये जाने का आदेश प्रदान किया जावे।

9. प्राथी श्रमिक की ओर से साक्ष्य में स्वयं का शपथ-पत्र तथा अप्राथी नियोजक की ओर से साक्षी हनुमानप्रसाद जैन, डिविजनल इंजीनियर, टेलीकॉम का शपथ-पत्र प्रस्तुत कर परीक्षित करवाया गया। पक्षकारों की ओर से प्रलेखीय साक्ष्य भी प्रस्तुत की गयी है।

10. पक्षकारों के प्रतिनिधिगण की बहस अन्तिम सुनी गयी, पत्रावली पर उपलब्ध साक्ष्य व सामग्री का ध्यानपूर्वक परीशीलन किया।

11. प्रस्तुत प्रकरण में माननीय उच्चतम न्यायालय ने औद्योगिक विवाद अधिनियम, 1947 की धारा 2 (ओओ) (बीबी) के परिप्रेक्ष्य में दोनों पक्षकारों को अपने-अपने पक्ष के समर्थन में सामग्री प्रस्तुत करने का अवसर देकर प्रस्तुत की गयी सामग्री के आधार पर नये सिरे से प्रकरण का निस्तारण करने हेतु निर्देश प्रदान किये हैं।

12. प्राथी श्रमिक के प्रतिनिधि ने तर्क दिया है कि प्राथी श्रमिक द्वारा अप्राथीगण के यहां दिनांक 8-12-86 से 30-11-87 तक निरन्तर कार्य किया है और इस अवधि में 240 दिन से अधिक समय तक कार्य कर लिया है। अप्राथी के यहां नौकरी करते समय दिनांक 25-2-87 का पत्र अप्राथी द्वारा प्राथी श्रमिक को दिया गया था जो प्रदर्श डब्ब्यू. 1 है। अप्राथी के यहां प्राथी सहित 9 और अन्य श्रमिकगण कार्य करते थे जिनके नाम अशोक कुमार, बच्चूसिंह, कन्हैयालाल, चन्द्रशेखर, सम्पत सिंह व कन्हैयालाल आदि हैं। इन सभी श्रमिकों को अप्राथी ने नौकरी से हटा दिया था तथा सभी श्रमिक विभिन्न न्यायालयों से केस जीत चुके हैं और आज भी अप्राथी के नियोजन में मौजूद हैं। अन्य श्रमिक सम्पतसिंह के पक्ष में पारित अधिनिर्णय की प्रति प्रदर्श डब्ब्यू. 4 है। अप्राथी ने श्रमिक सम्पतसिंह को इयूटी पर ले लिया है और वह अभी भी अप्राथी के यहां कार्य कर रहा है। नियोजक विभाग, डिविजनल इंजीनियर, टेलीकॉम प्रोजेक्ट, कोटा में समायोजित होकर आज भी चल रहा है। माईक्रोवेव प्रोजेक्ट कौन सी तारीख को समाप्त हुआ, स्पष्ट नहीं किया गया है। उन्होंने तर्क दिया है कि अधिनियम की धारा 2 (ओओ) (बीबी) के प्रावधानों के अनुसार श्रमिक की सेवामुक्ति गैरकानूनी छंटनी की श्रेणी में नहीं आती है जिसे सिद्ध करने का भार अप्राथी नियोजक पर है। अप्राथी नियोजक की ओर से ऐसी कोई साक्ष्य प्रस्तुत नहीं की गयी है

कि माइक्रोवेव प्रोजेक्ट किस तारीख से प्रारम्भ हुआ व किस तारीख को समाप्त हुआ तथा माइक्रोवेव प्रोजेक्ट की समाप्ति के साथ ही प्रार्थी श्रमिक की सेवायें स्वतः समाप्त हो गयी इस तथ्य की जानकारी श्रमिक की थी। उन्होंने तर्क दिया है कि अप्रार्थी नियोजक प्रस्तुत प्रकरण में अधिनियम की धारा 2 (ओओ) (बीबी) के अपवाद का लाभ प्राप्त करने का अधिकारी नहीं है तथा अपने तर्क समर्थन में न्यायदृष्टांत "2003 (97) एफ.एल.आर. 608 (एस.सी.)-एस.एम. निलजकर बनाम टेलीकॉम, डिस्ट्रिक्ट मैनेजर, कर्नाटक, 1997 (II) (एल.एल.जे.) (सप्ली.) (राज.) 712-श्री अमर जैन मेडिकल रिलीफ सोसायटी, जयपुर बनाम प्रीसाईडिंग ऑफिसर, लेबर कोर्ट, 2007 (113) एफ.एल.आर. 179 (पी एण्ड एच.) -म्यूनिसिपल काँसिल, क्यूडिन द्वारा उनके अधिशासी अधिकारी बनाम प्रीसाईडिंग ऑफिसर, लेबर कोर्ट, गुरुदासपुर, 2007 (114) एफ.एल.आर. 365 (दिल्ली)-सेन्ट्रल पब्लिक वर्क्स डिपार्टमेंट बनाम एम.एन. सिंह, 1990 (1) एल.एल.जे. 443 (पी एण्ड एच) -बलबीर सिंह बनाम कुरुक्षेत्र सेन्ट्रल कॉप. बैंक लि., 1994 (II) एल.एल.जे. 1127 (उड़ीसा)-चेयरमैन कम मैनेजिंग डाइरेक्टर, उड़ीसा रोड ट्रांस. कोर. लि. बनाम रमेशचन्द्र गोकुडा, 1995 (1) [एल.एल.जे. 944 (एम. पी.)]-रामकिशन बनाम सम्राट अशोक टेक्नीकल इंस्टीट्यूट, विदिशा, 1998 (II) एल.एल.जे. 505 (पी एण्ड एच)-हरियाणा वेयरहाऊसिंग कोर. बनाम प्रीसाईडिंग ऑफिसर, लेबर कम इण्ड. ट्रिब्यु. रोहतक, एस.बी. सिविल रिट पिटि. नं. 1754/2003-प्रिसिपल मेडिकल एण्ड हेल्थ ऑफिसर बरन बनाम सुलेमान, निर्णय दि. 21-4-04 (राज.उ. न्या.) तथा 2005 (8) आरडीडी 3280 (राज.)-पृथ्वीराज बनाम लेबर कोर्ट, जोधपुर" का अवलम्ब लिया है।

13. अप्रार्थीगण नियोजक के प्रतिनिधि ने तर्क दिया है कि प्रस्तुत प्रकरण में यह विवादित नहीं है कि प्रार्थी श्रमिक की नियुक्ति माइक्रोवेव प्रोजेक्ट के लिए गयी थी। डरिक्टर माइक्रोवेव प्रोजेक्ट दूर संचार विभाग, नई दिल्ली द्वारा राजस्थान एटोमिक पावर प्रोजेक्ट (आरएपीपी) को स्टेबल कम्प्यूनिफिकेशन (माइक्रोवेव) सिस्टम द्वारा दूरसंचार सेवायें उपलब्ध करवाये जाने हेतु डिविजनल इंजीनियर टेलीग्राफ माइक्रोवेव, प्रोजेक्ट जयपुर के अधीन कोटा में अप्रार्थी सब डिविजन स्थापित किया गया था, जिसको कोटा बोरबास व आरएपीपी के मध्य यू.एच.एफ. सिस्टम (माइक्रोवेव टावर सहित) के कार्य प्रोजेक्ट वर्क के रूप में सम्पादित करते थे। अप्रार्थी सब डिविजन द्वारा उक्त प्रोजेक्ट का कमिश्निंग सितम्बर, 87 तक कर लिया गया था और सम्पूर्ण प्रोजेक्ट दिसम्बर, 87 तक पूर्ण हो गया था। इस प्रकार माइक्रोवेव प्रोजेक्ट का उक्त अप्रार्थी सब डिविजन भी समाप्त हो गया था। प्रार्थी श्रमिक को उक्त माइक्रोवेव प्रोजेक्ट के कार्य हेतु निश्चित शर्तों पर केजुअल मजदूर के रूप में साईट पर पोल पर बोल्ट आदि लगाने के लिए टावर फिटिंग एवं चौकीदारी के लिए नियुक्त किया था और उक्त प्रोजेक्ट कार्य समाप्ति पर प्रार्थी श्रमिक की सेवायें स्वतः ही समाप्त हो गयी। अतः प्रार्थी की सेवामुक्ति अधिनियम की धारा 2(ओओ) (बीबी) के अपवाद में आने के कारण वह किसी अनुतोष को प्राप्त करने का अधिकारी नहीं है। उन्होंने अपने तर्क समर्थन में न्यायदृष्टांत "1998 डीएनजे (राज.) 33 रेजीडेन्ट इंजीनियर, राज.

स्टेट ब्रिज एण्ड कंस. कोर. लि. बनाम भोमप्रकाश आर.एल.आर. 2002 (I) पृष्ठ 766-श्यामलाल सोनी बनाम जेडीए, ए.आई.आर. 2002 एस.सी. 2495-मै. हरियाणा स्टेट एफसीसीडब्ल्यू. स्टोर लि. बनाम रामनिवास एवं ए.आई.आर. 2006 एस.सी. 56-बटाला को. आप. शुगर मिल्स लि. बनाम स्वर्गसिंह का। अवलम्ब लिया है।

14. दोनों पक्षों द्वारा प्रस्तुत तर्कों पर मनन किया गया, प्रस्तुत साक्ष्य व अभिलेख का अवलोकन किया गया तथा प्रस्तुत न्यायदृष्टांतों का अध्ययन किया गया।

15. प्रार्थी श्रमिक ने अपने शपथ-पत्र में यह कथन किया है कि उसने अप्रार्थी क्रम-1 के नियंत्रण में दिनांक 8-12-86 से 30-11-87 तक निरन्तर कार्य किया है तथा इस अवधि में 240 दिन से अधिक समय तक कार्य कर लिया है। जिरह में अप्रार्थी के गवाह हनुमानप्रसाद जैन, डिविजनल इंजीनियर, टेलीकॉम प्रोजेक्टस ने यह स्वीकार किया है कि प्रार्थी श्रमिक के 240 दिन तक कार्य करने के सम्बन्ध में कोई विवाद नहीं है।

16. प्रस्तुत प्रकरण में यह सिद्ध करने का भार अप्रार्थी पक्ष पर है कि प्रार्थी श्रमिक को माइक्रोवेव प्रोजेक्ट, आरएपीपी के कार्य हेतु निश्चित शर्तों पर केजुअल लेबर में साईट पर पोल पर बोल्ट आदि लगाने के लिए टावर फिटिंग व चौकीदारी के लिए नियुक्त किया गया था और उक्त प्रोजेक्ट के कार्य समाप्ति पर प्रार्थी श्रमिक की सेवायें स्वतः ही समाप्त हो गयी थी। माननीय उच्चतम न्यायालय ने न्यायदृष्टांत "2003 (97) एफ.एल.आर. 608-एस.एम. निलजकर बनाम टेलीकॉम, डिस्ट्रिक्ट मैनेजर, कर्नाटक" में अधिनियम की धारा 2 (ओओ) (बीबी) की विवेचना के सम्बन्ध में निर्णय के पैरा (13) में निम्न न्यायसिद्धांत प्रतिपादित किया है :-

"The termination of service of a workman engaged in a scheme or project may not amount to retrenchment within the meaning of sub-clause (bb) subject to the following conditions being satisfied:-

- (i) that the workman was employed in a project or scheme of temporary duration;
- (ii) the employment was on a contract, and not as a daily-wager simpliciter, which provided inter-alia that the employment shall come to an end on the expiry of the scheme or project; and
- (iii) the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract;
- (iv) the workman ought to have been appraised or made aware of the above said terms by the employer at the commencement of employment."

17. प्रस्तुत प्रकरण में अप्रार्थी के गवाह हनुमानप्रसाद जैन ने जिरह में स्वीकार किया है कि प्रार्थी श्रमिक को लिखित में कोई शर्तें तय नहीं केवल स्पॉन्सर लेटर ही दिया था। प्रार्थी श्रमिक को रखते समय कोई नियुक्ति-पत्र नहीं दिया, केवल स्पॉन्सर लेटर ही दिया था। प्रदर्श डब्ल्यू. 1 स्पॉन्सर लेटर है। जिरह में गवाह ने यह भी स्वीकार

किया है कि सहायक अभियन्ता, माईक्रोवेव, प्रोजेक्ट रावतघाटा, आरएपीपी यू.एच.एफ. नवम्बर, 87 में बन्द हो गया था, तारीख आज याद नहीं है। इस प्रोजेक्ट को बन्द करने के आदेश नहीं आये थे। प्रदर्श एम. 3 कमीशनिंग आफ कोटा आरएपीपी यू.एच.एफ का पत्र है, यह असिस्टेंट डॉयरेक्टर जनरल (एम.आर.) पी.एण्ड.टी. नई दिल्ली को हमारे द्वारा प्रेषित किया गया था। हमारे द्वारा ओ.वि. अधिनियम, 1947 की धारा 25-एफएफ के अन्तर्गत सहायक अभियन्ता, माईक्रोवेव प्रोजेक्ट का क्लोजर करने के सम्बन्ध में केन्द्रीय श्रम विभाग के अधिकारियों को सूचना नहीं भेजी गयी थी, क्योंकि इसकी कोई आवश्यकता नहीं थी। स्पॉन्सर लेटर पहले से ही लिखा हुआ था इसलिए क्लोजर की सूचना देने की आवश्यकता श्रमिक को नहीं थी। काम की आवश्यकता के अनुसार 13 रु. रोज पर श्रमिकों को रखा गया था। शर्त नं. 3 में विवाद में श्रमिकों के बारे में लिखा है। काम समाप्त होने पर सेवा समाप्त होने की शर्त इसलिए नहीं लिखी क्योंकि काम की आवश्यकता के अनुसार 13 रु. रोज पर रखा है, श्रमिकों को शर्त नं. 1 व 2 के अनुसार रखा गया था। प्रदर्श एम. 2 की शर्तें सम्पत सिंह पर भी लागू होती थी। नियोजन कार्यालय को सूचना दी थी कि हमने इन श्रमिकों को रख लिया है। गवाह ने जिरह में यह भी स्वीकार किया है कि टेलीकॉम प्रोजेक्ट तो चल रहा है, परन्तु माईक्रोवेव प्रोजेक्ट नहीं चल रहा है। प्रदर्श एम. 2 के अतिरिक्त अन्य कोई दस्तावेज, प्राथी श्रमिक को नियोजन के सम्बन्ध में अप्राथी नियोजक द्वारा जारी नहीं किया गया है, इस सम्बन्ध में कोई विवाद नहीं है। प्रदर्श एम. 2 में केजुअल मजदूरों को निम्न शर्तों के आधार पर नियोजित किया जाना वर्णित किया गया है :-

- “(1) They will be paid Rs. 13.00 per day.
- (2) They shall be called as and when required.
- (3) There shall be no guarantee of Employment in the regular service and permanency in the Department.
- (4) They will work at BORABAS & RAPP at a distance of 34 km. & 60 km. away from Kota.”

18. प्रदर्श एम. 2 में यह उल्लेख नहीं किया गया है कि माईक्रोवेव प्रोजेक्ट, आरएपीपी में कार्य हेतु ही 3 निश्चित शर्तों पर प्राथी श्रमिक को नियुक्ति दी गयी तथा प्रोजेक्ट की कार्य समाप्ति पर प्राथी श्रमिक की सेवायें स्वतः ही समाप्त मानी जायेंगी। प्रदर्श एम. 2 में क्रम सं. 3 पर अंकित श्रमिक सम्पत सिंह पुत्र पदम सिंह के सम्बन्ध में अप्राथी के गवाह हनुमान प्रसाद जैन ने जिरह में स्वीकार किया है कि प्रदर्श एम. 2 की शर्तें श्रमिक सम्पत सिंह पर भी लागू होती थीं तथा टेलीकॉम प्रोजेक्ट तो चल रहा है, किन्तु माईक्रोवेव प्रोजेक्ट नहीं चल रहा है। अभिलेख पर प्रस्तुत की गयी दस्तावेजी व मौखिक साक्ष्य से सिद्ध होता है कि प्रदर्श एम. 2 में वर्णित अन्य श्रमिक सम्पत सिंह अप्राथी के नियोजन में मौजूद हैं तथा अप्राथी द्वारा अन्य प्रोजेक्ट कोटा महुआ, भरतपुर ओएफसी खण्ड के कार्य को सम्पादित करने हेतु सन् 1993 में कोटा में स्थापित कर कार्य करना प्रारम्भ किया गया। प्राथी श्रमिक ने भी जिरह में कथन किया है कि मुझे प्रदर्श डब्ल्यू. 1/एम. 2 के द्वारा नौकरी दी गयी थी जो केजुअल मजदूर के रूप में दी गयी थी और इसमें लिखी हुई शर्तों के आधार पर

नौकरी दी गयी थी, मुझे 13 रु. प्रतिदिन के हिसाब से भुगतान होता था। मेरे पास प्रदर्श डब्ल्यू. 1 के अतिरिक्त अन्य कोई दस्तावेज मेरी नियुक्ति का नहीं है। प्रदर्श डब्ल्यू. 1/एम. 2 के द्वारा अप्राथीगण द्वारा प्राथी श्रमिक को किसी विशेष कार्य के लिए नियोजित किये जाने तथा उक्त विशेष कार्य की समाप्ति पर नियोजन स्वतः समाप्त हो जाने को स्पष्ट रूप से शर्त अंकित नहीं की गयी है, न ही अप्राथीगण नियोजक द्वारा ऐसी कोई साक्ष्य प्रस्तुत की गयी है कि प्राथी श्रमिक को यह अवगत करवा दिया गया था तथा उसे यह जानकारी थी कि उसकी नियुक्ति माईक्रोवेव प्रोजेक्ट, आरएपीपी के कार्य समाप्ति पर स्वतः ही समाप्त हो जायेगी। माननीय उच्चतम न्यायालय द्वारा उक्त उद्धृत न्यायदृष्टांत “2003 (97) एफ.एल.आर. 608 (निलजार वाले मामले) में पैरा नं. (14) में इस सन्दर्भ में निम्न न्याय सिद्धांत भी प्रतिपादित किया गया है :-

“14. The engagement of a workman as a daily-wager does not by itself amount to putting the workman on notice that he was being engaged in a scheme or project which was to last only for a particular length of time or upto occurrence of some event, and therefore, the workman ought to know that his employment was short-lived. The contract of employment consciously entered into by the workman with the employer would result in a notice to the workman on the date of the commencement of the employment itself that his employment was short-lived and as per the terms of the contract the same was liable to termination on the expiry of the contract and the scheme or project coming to an end. The workman may not therefore complain that by the act of employer his employment was coming to an abrupt termination. To exclude the termination of a scheme or project employee from the definition of retrenchment it is for the employer to prove the abovesaid ingredients so as to attract the applicability of sub-clause (bb) abovesaid. In the case at hand the respondent-employer has failed in alleging and proving the ingredients of sub-clause (bb), as stated hereinabove. All that has been proved is that the appellants were engaged as casual workers or daily-wagers in a project. For want of proof attracting applicability of sub-clause (bb), it has to be held that the termination of the services of the appellants amounted to retrenchment.”

19. प्रस्तुत प्रकरण में भी अप्राथी नियोजक द्वारा माईक्रोवेव प्रोजेक्ट, आरएपीपी का कार्य किस तारीख को प्रारम्भ किया गया तथा किस तारीख को समाप्त हुआ, कोई दस्तावेजी साक्ष्य अभिलेख पर प्रस्तुत नहीं की गयी है, जबकि प्रदर्श एम. 2 कार्यालय सहायक अभियन्ता, माईक्रोवेव प्रोजेक्ट, कोटा का पत्रांक एमडब्ल्यूपी/कोटा-ई/वोल्यू. 1/ 1986-87 दिनांक 25-2-87 का है जिसमें प्राथी श्रमिक रमेशचन्द्र का नाम क्रम सं. 4 पर वर्णित किया गया है। इस पत्र में नियोजन कार्यालय का उसका पंजीकरण नं. 4108/83 दिनांक 21-6-83 दर्शाया गया है तथा “Name of the Emp. Exchange/Place of duty RAPP दर्शित की गयी है जिससे स्पष्ट है कि सहायक अभियन्ता, माईक्रोवेव, कोटा द्वारा डॉयरेक्टर टेलीकॉम,

प्रोजेक्ट, जयपुर के निदेशानुसार व नियंत्रण में कार्य सम्पादित किया जाता था। अप्रार्थी के गवाह हनुमान प्रसाद जैन ने अपने शपथ-पत्र में यह स्वीकार किया है कि चीफ जनरल मैनेजर, टेलीकॉम प्रोजेक्ट, नई दिल्ली द्वारा डॉयरेक्टर टेलीकॉम प्रोजेक्ट, जयपुर के अधीन डिजिटल इंजीनियर, टेलीकॉम प्रोजेक्ट, कोटा, महुआ, भरतपुर ओएफसी खण्ड के कार्य को सम्पादित करने हेतु सन् 1993 में कोटा में स्थापित किया गया था। इससे स्पष्ट है कि प्रार्थी श्रमिक के नियोजनकाल में भी माईक्रोवेव प्रोजेक्ट, आरएपीपी का सारा स्टाफ, डॉयरेक्टर टेलीकॉम प्रोजेक्ट, जयपुर के अधीन रहा है। अप्रार्थी का डिजिटल इंजीनियर, टेलीकॉम प्रोजेक्ट का कार्यालय रोड नं. 2 इन्द्रप्रस्थ एरिया, कोटा में चल रहा है। पत्र प्रदर्श एम. 2/डब्ल्यू.1 में यह सेवा-शर्त वर्णित नहीं की गयी है कि प्रोजेक्ट निश्चित अवधि की समाप्ति पर प्रार्थी श्रमिक की सेवायें स्वतः ही समाप्त समझी जायेंगी। अभिलेख पर सहायक श्रमायुक्त (केन्द्रीय) कोटा द्वारा श्रम मंत्रालय, भारत सरकार, नई दिल्ली को प्रेषित असफल वार्ता रिपोर्ट की छायाप्रति प्रदर्श डब्ल्यू. 3 के रूप में प्रस्तुत की गयी है जिससे स्पष्ट है कि अप्रार्थी असिस्टेंट इंजीनियर, माईक्रोवेव प्रोजेक्ट, पीएण्डटी, कोटा तथा डी.ई.टी. माईक्रोवेव प्रोजेक्ट, जयपुर को समझौता वार्ता के लिए सूचना प्रेषित की गयी थी, किन्तु असिस्टेंट लेबर कमिशनर (केन्द्रीय) कोटा के समक्ष समझौता वार्ता के दौरान अप्रार्थी की ओर से कोई जवाब प्रस्तुत नहीं किया गया, जबकि प्रार्थी श्रमिक द्वारा स्पष्ट रूप से शपथ-पत्र में वर्णित किया गया कि प्रार्थी श्रमिक, सहायक अभियन्ता, माईक्रोवेव प्रोजेक्ट, पीएण्डटी, कोटा के यहां कार्यरत था व उसके साथ अन्य श्रमिक भी कार्यरत थे। मेरी ड्यूटी राखतभाटा बॉल आरएपीपी प्रोजेक्ट पर थी। मैंने 8-12-86 से नवम्बर, 87 तक कार्य किया। अप्रार्थीगण, प्रार्थी श्रमिक को माईक्रोवेव प्रोजेक्ट, आरएपीपी के कार्य हेतु निश्चित शर्तों व निश्चित अवधि तक के लिए नियुक्त किये जाने के तथ्य को साक्ष्य से सिद्ध करने में असफल रहे हैं और श्रमिक की सेवा समाप्ति को अधिनियम की धारा 2(ओओ) (बीबी) के तहत छंटनी के अपवाद में नहीं माना जा सकता है। इसके अतिरिक्त औद्योगिक विवाद अधिनियम, 1947 की धारा 2 (अर ए) में "अनुचित श्रम आचरण को परिभाषित किया गया है जिसके अनुसार पांचवें शिड्यूल में वर्णित कृत्य अनुचित श्रम आचरण की परिधि में आते हैं जिसकी मद नं. 5(बी) निम्न प्रकार है :—

"5. To discharge or dismiss workmen—

(b) not in good faith, but in the colourable exercise of the employer's rights."

20. अप्रार्थी पक्ष द्वारा यह स्वीकार किया गया है कि प्रदर्श एम. 2 में वर्णित अन्य श्रमिक सम्मत सिंह, अप्रार्थी के यहां कार्यरत है। अप्रार्थीगण के प्रतिनिधि द्वारा प्रस्तुत न्यायदृष्टान्तों में प्रतिपादित सिद्धांतों का लाभ, अप्रार्थी प्रस्तुत प्रकरण के तथ्यों से भिन्न होने के फलस्वरूप प्राप्त करने का अधिकारी नहीं है। अप्रार्थीगण नियोजक की ओर से प्रस्तुत प्रकरण में यह स्पष्ट साक्ष्य प्रस्तुत नहीं की गयी है कि प्रार्थी श्रमिक की नियुक्ति एक निश्चित अवधि के लिए निश्चित कार्य को सम्पादित करने के लिए ही की गयी थी और निश्चित अवधि

व निश्चित कार्य सम्पादित करने व कार्य समाप्ति के परिणामस्वरूप प्रार्थी श्रमिक की सेवायें समाप्त हो गयीं। प्रार्थी श्रमिक ने अपने शपथ-पत्र में यह स्पष्ट रूप से कथन किया है कि उसने 8-12-86 से 30-11-87 तक निरन्तर कार्य किया है और उसके द्वारा इस अवधि में 240 दिन तक निरन्तर कार्य कर लिया गया है तथा अप्रार्थी के गवाह हनुमान प्रसाद जैन ने जिरह में स्वीकार किया है कि प्रार्थी श्रमिक के द्वारा 240 दिन तक कार्य करने के सम्बन्ध में कोई विवाद नहीं है, प्रार्थी श्रमिक ने हमारे यहां कोई त्यागपत्र नहीं दिया है। अतः प्रार्थी श्रमिक द्वारा स्वयं सेवा त्याग करना भी सिद्ध नहीं होता है। अप्रार्थीगण द्वारा जसिये चीफ जनरल मैनेजर, टेलीकॉम प्रोजेक्ट, नई दिल्ली द्वारा डॉयरेक्टर टेलीकॉम प्रोजेक्ट, जयपुर के अधीन डिजिटल इंजीनियर टेलीकॉम प्रोजेक्ट, कोटा, महुआ, भरतपुर ओएफसी खण्ड के कार्य को सम्पादित करने हेतु सन् 1993 में कोटा में अन्य टेलीकॉम प्रोजेक्ट स्थापित किया जाना अप्रार्थी के गवाह ने स्वीकार किया है।

21. निष्कर्षतः प्रार्थी श्रमिक को अप्रार्थीगण नियोजक द्वारा दिनांक 1-12-87 से सेवा से पृथक किया जाना अधिनियम की धारा 2(ओओ) के अधीन छंटनी किया जाना प्रमाणित होता है। अभिलेख पर यह स्पष्ट है कि प्रार्थी श्रमिक को अप्रार्थीगण नियोजक द्वारा सेवा पृथक से पूर्व अधिनियमान्तर्गत विधिवत रूप में नोटिस वेतन व छंटनी सुआवजा नहीं दिया गया है, ना प्रस्तावित ही किया गया है, अतः उसे बिना अधिनियम के आज्ञापक प्रावधानों की पालना किये दिनांक 1-12-87 से सेवा से पृथक किया जाना किसी भी प्रकार से उचित नहीं है।

22. स्पष्ट है कि प्रार्थी श्रमिक, अप्रार्थीगण नियोजक के यहां बतौर केजुअल मजदूर सेवा में नियोजित किया गया था जो कि शारीरिक श्रम की श्रेणी का कार्य था तथा प्रार्थी श्रमिक को इसी प्रवृत्ति का कार्य सेवा पृथक उपरान्त अन्यत्र करने का अवसर भी उपलब्ध था। अतः प्रकरण के तथ्यों व समस्त परिस्थितियों को दृष्टिगत रखते हुए प्रार्थी श्रमिक बिना किसी पिछले वेतन व अन्य सेवा सम्बन्धी लाभों के, मात्र जिस प्रवृत्ति के कार्य पर जिन सेवा-शर्तों पर सेवा पृथक से पूर्व अप्रार्थीगण नियोजक के यहां नियोजित था, उसी प्रवृत्ति के कार्य एवं सेवा-शर्तों पर सेवा में पुनर्स्थापित होने का अधिकार घोषित किया जाता है।

परिणामतः भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश/विवाद को अधिनिर्णित कर इस प्रकार उत्तरित किया जाता है कि अप्रार्थीगण नियोजक '1-सहायक अभियन्ता, माईक्रोवेव प्रोजेक्ट, कोटा तथा 2-डी.ई.टी. (डिजिटल इंजीनियर टेलीग्राफ), माईक्रोवेव प्रोजेक्ट, जयपुर द्वारा प्रार्थी श्रमिक रमेश चन्द्र पुत्र जानकी दास, केजुअल लेबर को दिनांक 1-12-87 से सेवा से पृथक किया जाना उचित एवं वैध नहीं है। प्रकरण के तथ्यों व समस्त परिस्थितियों को दृष्टिगत रखते हुए प्रार्थी श्रमिक बिना पिछले वेतन व अन्य सेवा सम्बन्धी लाभों के, मात्र जिस प्रवृत्ति के कार्य पर जिन सेवा-शर्तों पर सेवा पृथक से पूर्व अप्रार्थीगण नियोजक के यहां नियोजित था, उसी प्रवृत्ति के कार्य एवं सेवा-शर्तों पर सेवा में पुनर्स्थापित होने का अधिकार घोषित किया जाता है।

गोवर्धन बाबुदार, न्यायाधीश,

नई दिल्ली, 11 दिसम्बर, 2007

का.आ. 30.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गैरिसन इंजीनियर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2007 को प्राप्त हुआ था।

[सं. एल-14011/2/2006-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 11th December, 2007

S.O. 30.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Garrison Engineer and their workman, which was received by the Central Government 11-12-2007.

[No. L-14011/2/2006-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER III
LABOUR COURT, PUNE AT PUNE

Reference (IDA) No. 90/2007 : Exh. No. :

The Garrison Engineer (North)
Ministry of Defence
General Carriappa Marg
Pune-411030

: First Party

And

The President
MES Mazdoor Sangh
185, Shaniwar Peth
Pune-411030

: Second Party

AWARD

(Date: 31-08-2007)

This reference is made by Government of India, Ministry of Labour, New Delhi-110001 under clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication of industrial dispute between above referred parties over the following demands:

"Whether the procedure adopted by the Management of Garrison Engineers, Pune, in conducting elections for the Works Committee on 20-1-2005 was fair, legal, and justified? If not, to what relief the workmen/union is entitled to?"

The reference stands dismissed as withdrawn with no order as to costs.

Place : Pune

P. T. Rahule, Presiding Officer

Date : 31-8-2007

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 31.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एल सी/आर/52/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[सं. एल-40012/4/97-आई आर (डीयू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 31.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/52/98) Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 12-12-2007.

[No. L-40012/4/97-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/52/98

PRESIDING OFFICER: SHRI C. M. SINGH

Smt. Sumitra Bai,
W/o Shri Sukhdev Kola,
Behind Ramsagar Kirana Dukan,
Hikampara,
P. O. Jagdalpur,
Distt. Bastar (MP)

...Workman/Union

Versus

The Telecom District Engineer,
Geedam Road,
P.O. Jagdalpur,
Bastar (MP)

...Management

AWARD

Passed on this 28th day of November, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-40012/4/97-IR (DU) dated 9-3-98 has referred the following dispute for adjudication by this tribunal:

"Whether the action of the management of D.T.O, Jagdalpur in terminating the services of Smt. Sumitra Bai w.e.f. 8-2-90 as part-time waterman-cum-Farrash is legal and justified? If not to what relief she is entitled to?"

2. Vide order dated 27-11-2007 passed on the ordersheet of this reference proceeding, the reference was closed for award as the parties failed to put in appearance inspite of sufficient service of notice on them.

3. It appears that the parties have no interest in this reference as none of them put in appearance inspite of sufficient service of notice on them. It clearly indicates that perhaps no industrial dispute is left between the parties.

4. In view of the above, no dispute award is passed without any order as to costs.

5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 32.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. आई. एफ. ए. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सुवनेश्वर के पंचाट (संदर्भ संख्या 19/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[सं. एल-42012/22/2003-आई आर (सीएम-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 32.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Central Institute of Freshwater Aquaculture (CIFA), and their workman, which was received by the Central Government on 12-12-2007.

[No. L-42012/22/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri N. K. R. Mohapatra,

Presiding Officer,

C. G. I. T.-cum-Labour Court,

Bhubaneswar,

INDUSTRIAL DISPUTE CASE NO. 19/2003

Date of Passing Award— 30th October, 2007

BETWEEN:

The Management of the Director,

Central Institute of Freshwater Aquaculture,

Kausalyaganga, Bhubaneswar.

... 1st Party-Management

(AND)

Their Workmen, Shri Harekrishna Sahu,

And others, C/o. Sh. Maheswar Sahu,

At. Uttarasan, P.O. Kausalyagang,

P.S. Pipili, Distt. Puri.

..2nd Party-Workmen.

APPEARANCE:

Shri K.C. Das, Asstt.

Admn. Officer.

Shri P. K. Bhaur.

... For the 1st Party

Management.

... For Himself & Ors.

the 2nd Party- Workmen.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) workmen were allowed to continue till then. These workmen were engaged in Feed Mill Operation, fishing and other related work of prawn cultivation. It is alleged by the workmen that research on prawn cultivation work is an all time activity but they are being undertaken under different sponsored projects launched from time to time. As regards the cause of termination of these disputants-workmen it is further alleged by them that after completion of the above project the Management instead of treating these workmen as departmental workers asked them to work under some contractors and paid them at a lesser rate of Rs. 2230 from Rs. 3000 per month. The wage of some of the disputants were also not paid for some month but as per the order of the Tribunal in a Misc. Case under Section 33-C(2) they were paid, subsequently at the rate of Rs. 3000 per month till June 2002. It is further alleged that because of the above Misc. case the Management took a vindictive attitude and did not pay them the wages for July 2002 and ultimately terminated all the disputants from 6-8-2002 without any advance notice or retrenchment compensation as required under Section 25(F) of the Industrial Disputes Act even though each of them had worked for 240 days continuously in the past years. As regards non-payment of wages @ 1/30th of the pay scale of Group-D employee, it is further contended by the Union that as per the Government circular adopted by the C.I.F.A. a person working for 240 days continuously is entitled to get 1/30th pay of a regular Group-D employee and that even though some casual workers were extended with such benefits, the workmen in question were denied of the said benefit even though they were in continuous employment for about seven to eight years.

3. Challenging the maintainability of the reference it is averred on the other hand by the Management that its activities being research oriented without any profit motive and as no goods are sold or services rendered to satisfy human wants, it is not an industry as defined under the Industrial Disputes Act and as such the reference is not maintainable. Alternatively it is further alleged, denying the various contention of the workmen, that the disputants were earlier working against some miscellaneous job when the M.M.P.A. Project, a time bound sponsored project for research on fresh water and aquaculture was launched in 1996. Therefore on the application of these disputants they were appointed from 27-6-1996 under that project up till 31-3-1998 or till the completion of the project

work whichever is earlier. As the project work could not be completed within the above stipulated period it was extended further and ultimately it was closed on 31-3-2000. After the closure of the project the workmen were allowed to continue few more days to attend the shifting of the project machineries. Since the project was funded up till 31-3-2000, these workers could not be paid their wages instantly from May 2000 due to non-availability of funds. As in the meantime the disputants filed a Misc. Case under Section 33-C(2) of the Industrial Disputes Act before the Tribunal they could not even be disengaged until the disposal of the said case. After the said Misc. Case was disposed of on 24-1-2002 with a direction to the Management to pay off their dues, the matter was moved to the Headquarters of I.C.A.R for allotment of further funds and after receipt of the same they were paid off their wages from May, 2000 to June 2002 and they were disengaged from 6-8-2002 as there was no work available for their further continuance.

4. As regards non-payment of 1/30th pay of a Group-D employee it is further averred by the Management that as per the guidelines issued by the Government of India/ I.C.A.R. payment of 1/30th pay was not applicable to those who were engaged in a time bound project work and therefore the disputants are not entitled for the same in a routine manner. Thus in nut-shell it is alleged by the Management that the workmen are not entitled to any relief as claimed under the reference and so much so the present reference is not maintainable in its present form.

5. On the basis of the above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the reference is maintainable?
2. Whether the termination of services of S/Shri Harekrushna Sahu, Bichitra Nanda Panda, Ghanshyam Swain, Prafulla Kumar Biswal, Sudam Charan Mohanty, Prakash Kumar Bhaul and Meharban Mohammad by the Management of CIFA is legal and justified?
3. Whether the workmen are entitled to wage @ 1/30th of pay scale of Group-D employees and is so, whether they are entitled to such wages with effect from 1-7-2002?
4. If not, to what relief the workmen are entitled to?

FINDINGS

ISSUE NO.1

6. It is the settled law that under Section 10 of the Industrial Disputes Act, the Government is to make a reference after being satisfied about the existence of an Industrial Dispute. It can also make reference other matters connected with such dispute. The law thus otherwise postulates that the Government is incompetent to refer matter not connected with the main dispute and if such unconnected matters are referred the Tribunal would lack its jurisdiction to decide the same. From the terms of reference

it appears that along with the factum of termination of the workmen many other matters not connected with the same have been referred to the Tribunal and as such it is held that the Tribunal has got no jurisdiction to decide all such matters in a common reference when each such matter constitute a separate dispute. It is the settled law that where the reference is inconsistent with the statutory provisions of Section 10 of the Industrial Disputes Act, the same would be invalid. It is also the settled law that to make a reference a valid one it must be drafted in clear and in an unambiguous terms and it must not be cryptic. Similarly non-mentioning of the date of termination/retranchment would also render the reference inoperative in the eye of law. Looking the reference in the above background it appears that while making the reference sufficient care has not been taken in as much as there is also no mentioning of the date on which the workmen were allegedly terminated. The evidence of the workmen (W.W.1 and 2) shows that during the relevant time several other projects were in operation and the workmen in question were appointed in a sponsored project called M.M.P.A Project up till 31-3-1998 or till the project work is completed whichever is earlier as evident from the appointment letters issued to the workmen. Their evidence further shows that, after the project was closed some of them were further engaged for few months on 1/30th pay basis while others were paid differently towards their further engagement and then those engaged on 1/30th pay basis were again engaged on a reduced rate for which some of these workers had to file a Misc. Case under section 33-C-2 of the Industrial Disputes Act. This evidence of the workmen indicates that after the completion of the project work they were engaged in different other capacities one spell after the other each constituting separate engagement and then ultimately they were refused employment some times in the middle of 2002. But the reference in question does not specify to as to which part of their above engagement is to be examined and so much so it does not contain any specific date of termination. Therefore in these circumstances it is difficult to answer the reference in its present form. Besides the reference is also found to have contained many other items unrelated to the factum of termination of the workmen and as such, the reference not being in clear terms and the same being inclusive of many other disjointed subjects not falling within the definition of "any matter appearing to be connected with or relevant to the dispute" as defined under Section 10 of the Act, it is held that the Tribunal has no jurisdiction to try the same for the reference not being in tune with the requirements of the Section 10 of the Industrial Disputes Act.

ISSUE NO. 2, 3 and 4

7. In view of the findings given under Issue No.1 these issues are left unanswered.

8. Accordingly the reference is answered.

Dictated and corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 33.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 61/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।
[सं. एल-22012/432/1999-आई. आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 33.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 12-12-2007.

[No. L-22012/432/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/61/2000

PRESIDING OFFICER: SHRI C. M. SINGH

The Secretary,

Samyuktha Koyla Mazdoor Sangh (AITUC),

C/o Balgi Branch,

PO: Balgi Colliery,

Distt. Korba (MP)

...Workman/Union

Versus

The Sub Area Manager,

Balgi Project,

South Eastern Coalfields Ltd.,

PO Balgi Colliery, Distt. Korba,

Korba (MP)

....Management

AWARD

Passed on this 16th day of November, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/432/99-IR (CM-II) dated 29-2-2000/7-3-2000 has referred the following dispute for adjudication by this tribunal:

"Whether the action of the management of Balgi Project, SECL in denying promotion to Shri Rajesh Kumar Pandey in Cat. IV w.e.f. 5-12-94 i.e. the date from which promotion was given to his junior Sh. Ghansham Tripathi is legal and justified? If not, to what relief the workman is entitled?"

2. Vide order dated 9-3-2005 passed on the order sheet of this reference, the case proceeded ex parte against workman Shri Rajesh Kumar Pandey. The workman/Union has filed his statement of claim. Their case in brief is as follows.

The workman Shri Rajesh Kumar Pandey has claimed promotion in Category-IV w.e.f. 5-12-94, the date on which promotion was given to his senior Sri Ghansham Tripathi. He was posted at Balgi Project on 19-9-90 as General Mazdoor Category-I whereas Shri Ghansham Tripathi was posted as General Mazdoor Category-I on 21-9-90. He and Shri Ghansham Tripathi both are mechanic and they were promoted in Category-I on 1-12-92. The management ignoring the cadre scheme promoted his junior Shri Ghansham Tripathi without taking any trade test and without the recommendation of the DPC. Shri Tripathi was promoted as mechanical fitter Category-IV on 5-12-94 which is not just, legal and proper. The date of birth of Shri Ghansham Tripathi is 6-10-66 whereas the date of birth of the workman Shri Rajesh Kumar Pandey is 1-7-1966 and according to date of birth, the workman is senior than Shri Tripathi. Thus the action of the management of Balgi Project of SECL in denying promotion to workman Shri Rajesh Kumar Pandey in Category-IV w.e.f. 5-12-94, the date on which promotion was given to his junior Shri Ghansham Tripathi is illegal and unjustified.

3. The management filed their Written Statement. Their case in brief is as follows. The cause of action arose on 5-12-94, the workman/Union filed dispute in the year 1998 which is highly belated and liable to be dismissed on account of delay and laches. Sri Ghansham Tripathi with whom the workman has comparing himself is not junior to him. Both of them joined at Balgi Project on 19-9-1990 as Category-I General mazdoor and both of them were promoted to the post of Fitter/helper Category-II as on 1-12-92. Shri Ghansham Tripathi is highly qualified, meritorious and dedicated worker. He has the capacity of doing of all jobs of fitter independently. The action of the management is based on natural justice considering the continuous working in higher grade without any interruption. After receiving report from the Manager, Shri G.S. Tripathi and other workers were regularised as per norms and recommendations of the Departmental Promotional Committee. The DPC considered the merit of the case and had recommended for regularisation of Shri Ghansham Tripathi as Category-IV and therefore Shri Ghansham Tripathi was regularised in Category-IV. The regularisation of Shri Ghansham Tripathi was done strictly as per circular No. 2061-99 dated 13-6-78. The workman never came forward to bear any responsibility alone nor discharged duties of the higher category. Shri Ghansham Tripathi was regularised in higher category only due to continuous working in the higher grade for more than one year. It is prayed that the claim of the workman may be dismissed.

4. As the case proceeded ex parte against the workman, no evidence has been adduced on behalf of the workman.

5. The management in order to prove their case, filed affidavit of Shri S.K. Ranu, then working as Sub Area Manager in SECL, Korba area.

6. I have heard Shri A.K. Shashi, Advocate, the learned counsel for the management and very carefully gone through the evidence on record.

7. The case of the management is fully proved from the uncontroverted and un rebutted affidavit of their witness Shri S. K. Ranu. Therefore, the reference deserves to be decided in favour of the management and against the workman/Union without any orders as to costs.

8. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the action of the management of Balgi Project, SECL in denying promotion to Shri Rajesh Kumar Pandey in Cat. IV w.e.f. 5-12-94 i.e. the date from which promotion was given to his junior Sh. Ghansham Tripathi is legal and justified and consequently the workman is not entitled to any relief.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 34.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 165/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-22012/151/1997-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 34.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 165/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 12-12-2007.

[F. No. L-22012/151/1997-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/165/98

PRESIDING OFFICER: SHRI C. M. SINGH

The Branch Secretary,
Samyuktha Khadan Mazdoor Sangh,
(AITUC), Branch Banki,
PO Banki Mongra,
Distt. Bilaspur (MP)

.....Workman/Union

Versus

The General Manager, SECL, Banki Colliery,
PO Banki Mongra,
Distt. Bilaspur (MP)Management

AWARD

Passed on this 20th day of November, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/151/97-IR(C-II) dated 30-7-98 has referred the following dispute for adjudication by this tribunal:

“Whether the demand of Samyukta Khadan Mazdoor Sangh (AITUC), Banki Colliery, Distt. Bilaspur regarding change of date of birth of Shri B.N. Paul, Fitter Cat. VI by the management of SECL, Banki Colliery, Distt. Bilaspur is justified? If not, to what relief is the workman entitled?”

2. Vide order dated 14-3-07, passed on the order sheet of this reference, the case proceeded ex parte against the workman/Union. No statement of claim has been filed on behalf of the workman/Union.

3. The management has filed their Written Statement. The case of the management in brief is as follows. That in the service register, the date of birth of workman has been recorded as 4-7-42 and the said entry of the date of birth bears the thumb impression of the workman. In Form-B register also, the same date has been mentioned as the date of birth of the workman. This Form-B register bears photograph and signature of the workman. In the JBCCI, the Union raised certain issues regarding correction of date of birth of employees concerned. After detailed discussion, implementation Instruction No. 37 was circulated. According to this, a procedure was followed for correction and reviewing the date of birth of the existing employees. As per provision of implementation instruction No. 37, the management displayed a notice on notice board stating therein date of birth of each workman and it was specifically pointed out that any person having objection should submit their objection within 90 days. In the said notice which was displayed for information of concerned as per provisions of implementations Instruction No. 37, the date of birth of Shri B.N. Paul was also displayed on the notice board and the same was shown as 4-7-1942. In spite of the aforesaid notice, he did not submit any objection within the stipulated period. In the year 1987, service excerpts of every employee was circulated and they were asked to give objection, if any. Photocopy of service excerpts of workman was also given to him showing his date of birth as 4-7-42. The workman by way of accepting the entries made therein, put his signature. The workman had attained the age of his superannuation of 60 years as on 4-7-2002. Therefore the workman was retired w.e.f. 2002. The prayer of the workman for change of his date of birth is unjustified and he is not entitled to any relief what-so-ever.

4. As the case proceeded ex parte against the workman/Union, no evidence has been adduced on behalf of workman/Union.

5. The management in order to prove their case filed affidavit of their witness Shri P. K. Narendra, then working as Sub Area Manager in SECL, Banki Colliery, Korba Area.

6. I have heard Shri A.K. Shashi, Advocate for the management. I have very carefully gone through the evidence on record.

7. The case of the management is fully established from the uncontroverted and unchallenged affidavit of their witness Shri B.K. Narendra. Therefore the reference deserves to be decided in favour of the management and against the workman/Union without any order as to costs.

8. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the demand of Samyukta Khadan Mazdoor Sangh (AITUC), Banki Colliery, Distt. Bilaspur regarding change of date of birth of Shri B.N. Paul, Fitter Cat. VI by the management of SECL, Banki Colliery, Distt. Bilaspur is not justified and consequently he is not entitled to any relief.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 35.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचट (संदर्भ संख्या 249/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-22012/376/1998-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 35.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 249/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 12-12-2007.

[F.No.L-22012/376/1998-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/249/99

PRESIDING OFFICER : SHRI C. M. SINGH

The General Secretary,
M.P. Koyla Mazdoor Sabha (HMS),
PO : Dhanpuri, Distt. Shahdol (M.P.) ...Workman/Union

Versus

General Manager,
Sohagpur Area of SECL,
PO: Dhanpuri, Distt. Shahdol (MP) ...Management

AWARD

Passed on this 30th day of November, 2007

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/376/98/IR(CM-II) dated 7-7-99 has referred the following dispute for adjudication by this tribunal:

"Whether the action of the Chief General Manager, Sohagpur Area of SECL, PO: Dhanpuri, Distt. Shahdol (MP) in taking clerical work from Sh. Goutam Kumar Mondal who was initially appointed as General Mazdoor Category -I and after a lapse of more than one year 9 months time forcing him to perform manual work of Category-I instead of clerk's job is legal and justified? If not, to what relief is the workman entitled?"

2. Vide order dated 5-12-06 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against workman/Union.

3. No statement of claim has been filed on behalf of workman/Union.

4. Management filed their Written Statement. Their case in brief is as follows. SECL is a company registered under the Indian Companies Act, having its registered office at Bilaspur; SECL which is a subsidiary of Coal India Ltd., a Government of India undertaking. Sohagpur Area is one of the areas of the said company. The terms and conditions of employment of the employees working in Coal Industry are governed by various settlements that have been executed from time to time. The said settlement is generally known as NCWA. The said settlement contains the cadre scheme. Promotional channel for all cadre scheme are given in the cadre scheme. The cadre scheme for Ministerial Staff General Clerical Cadre are given in Annexure VIII-I (Circulated vide II No. 34 dated 17-7-1984). The promotion cannot be claimed as a matter of right, as it is a managerial function. It depends on various circumstances such as administrative requirements, availability of post, eligibility of the workman concerned, recommendation of DPC etc. The qualification for selection/promotion to the post of Clerk Grade-III as per the cadre scheme is given below:—

Designation	Category/ Scale of pay	Minimum qualification (Educational/Tech)	Eligibility for promotion	Mode of promotion
1	2	3	4	5
Clerk Gr.III	Grade III 625.23-947	Matriculation or equivalent examination from any recognized board of exam.	3 years service in the company	Selection/ Test

Workman Shri Goutam Kumar Mondal is working as General Mazdoor in Category-I and has never been engaged to work as clerk. The deployment/engagement of time rated persons in job of clerical nature is strictly prohibited by the management of SECL owing to surplus position in clerical staff and no power is vested with the Area Management for such deployment. That the head-quarter of SECL vide circular No. 380 dated 1-10-99 intimated the decision of the Functional Directors (FDs), to the CGM/GM's of all areas of SECL. The Chief General Manager Manpower SECL, Headquarter Bilaspur issued an office order No. 2889 dated 10-4-1993 that since the company is having surplus in clerical strength henceforth no person should be placed in clerical cadre. Existing DR or other workman also should not be upgraded/inducted in clerical cadre. In exceptional cases, this can be done only after the approval of the Chairman-cum-Managing Director. The workman had never been allowed to perform the duty of clerk against any vacant post. The claim of the workman is baseless, misconceived and deserves to be dismissed.

5. As the case proceeded ex parte against the workman/Union, there is no evidence on record for proving the case of the workman/Union. The management in order to prove their case filed affidavit of their witness Shri R. Rajeshwar, then working as Personnel Manager in Area Headquarters, SECL, Sohagpur Area.

6. I have heard Shri A.K. Shashi, Advocate learned counsel for the management. I have very carefully gone through the evidence on record.

7. The case of the management is fully established from the uncontroverted and unchallenged affidavit of their witness Shri R. Rajeshwar. Therefore the reference deserves to be decided in favour of the management and against the workman/Union without any orders as to costs.

8. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the action of the Chief General Manager, Sohagpur Area of SECL, PO: Dhanpur, Distt. Shahdol (MP) in taking clerical work from Sh. Goutam Kumar Mondal who was initially appointed as General Mazdoor Category-I and after a lapse of more than one year 9 months time forcing him to perform manual work of Category-I instead of clerk's job is legal and justified. Consequently the workman is not entitled to any relief.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 36.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.

के प्रबंधकों के संबंध निम्नजनों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 153/1993) की प्रकाशित करती है, जो केन्द्रीय सरकार की 12-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-22012/121/1993-आई आर (सी-II)]

अजय कुमार गौर, डस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 36.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 153/1993) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 12-12-2007.

[F. No. L-22012/121/1993-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/153/93

PRESIDING OFFICER: SHRI C. M. SINGH

Shri Ramavtar Yadav,
S/o Shri Chota Yadav, C/o. President,
Vikas Koyla Mazdoor Sangh,
Old Ramnagar, PO Rajnagar Colliery,
Distt. Shahdol (MP)

Workman/Union

Versus

Sub-Area Manager,
Ramnagar R.O. Colliery of SECL,
Post Jhimar Colliery,
Distt. Shahdol (MP)

Management

AWARD

Passed on this 29th day of November, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/121/93-IR (C-II) dated 13-8-93 has referred the following dispute for adjudication by this tribunal:

"Whether the action of the Sub-Area Manager, Ramnagar R.O. of Hasdeo Area of SEC Ltd., in terminating employment of Shri Ramavtar Yadav S/o. Chota Yadav, Water Carrier w.e.f. August 1991 is legal and justified? If not, to what relief the workman is entitled to?"

2. Vide order dated 9-1-2007 passed on the order-sheet of this reference proceeding, the reference proceeded ex parte against the workman.

3. The workman's statement of claim is on record. The case of the workman in brief is as follows. That he was employed by the management of Jhimar/Ram Nagar, RP Colliery, Hasdeo area of SECL from 1-4-87 as water carrier. He worked as water carrier upto 1986 and used to bring water from the colliery inclines and provide water to various places of work. Later from 1986, water was provided in the mines by the tanks. The workman claimed that he is entitled for regularisation right from the date of appointment as he worked continuously from 1-4-82 to June 1993 of perennial nature. He made representation for regularisation to officers in 1987. They stopped marking attendance and used to make payments on the basis of trips and buckets. The payment made to the workman were too low ranging from Rs. 5 to Rs.30 whereas the General Mazdoor who does miscellaneous jobs (i.e. Category- D) is paid a minimum of Rs.2100 per month. He claimed that he should be treated as General Mazdoor. He challenged the action of the management of terminating his employment as water carrier w.e.f. August 1991 and prayed that it should be declared illegal and unjustified.

4. The management filed their Written Statement. Their case in brief is as follows. That no employer or employee relationship existed between the applicant and the management. Shri Ramavtar was never appointed by the management. He was a water carrier contractor and therefore was not an employee of the management. There was no fixed hours of his working. He was not appointed for any work in connection with mining activities. It is submitted by the management that the reference has no merit and the same is liable to be answered by holding that the applicant is not entitled to any relief.

5. As the case proceeded ex parte against workman, there is no evidence on record on behalf of workman.

6. The management in order to prove their case filed affidavit of their witness Shri T. Samuel, then working as Dy. Personnel Manager at Ram Nagar Sub Area of SECL, Hasdeo Area.

7. I have heard Shri A.K. Shashi, Advocate for the management. I have very carefully gone through the evidence on record.

8. The case of the management is fully established from the uncontroverted and unchallenged affidavit of their witness Shri T. Samuel. Therefore the reference deserves to be decided in favour of the management and against the workman without any orders as to costs.

9. In view of the above, the reference is decided in favour of the management and against the workman without any orders as to costs holding that the action of the Sub-Area Manager, Ramnagar R.O. of Hasdeo Area of SEC. Ltd., in terminating employment of Shri Ramavtar Yadav S/o. Chota Yadav, Water Carrier w.e.f. August 1991 is legal and justified and consequently the workman is not entitled to any relief.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 37.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 173/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-22012/138-ए/1995-आई आर (सी-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 37.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947); the Central Government hereby publishes the award (Ref. No. 173/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 12-12-2007.

[F. No. L-22012/138-A/1995-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/173/95

PRESIDING OFFICER : SHRI C. M. SINGH

The General Secretary,
Koyla Mazdoor Sabha (UTUC),
Post Dhanpuri,
Distt. Shahdol (MP)

...Workman/Union

Versus

The General Manager,
Sohagpur Area, SECL,
Post Dhanpuri, Distt. Shahdol (MP)

...Management

AWARD

Passed on this 15th day of November, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/138-A/95-IR (C-II) dated 27-9-95 has referred the following dispute for adjudication by this tribunal :—

“क्या प्रबंधक/महाप्रबंधक, सोहागपुर क्षेत्र, ए. ई. सी. एल. पोस्ट धनपुरी, जिला-शहडोल (म.प्र.) के प्रबंधकों द्वारा श्रमिक श्री सुखदेव ट्रामर, टो. नं. 1408, श्री राम प्रसाद, सी.सी.एम. झाइवर, और श्री लक्ष्मण, झिल झाइवर, टो. नं. 850, श्री दूजीराम, झिल झाइवर, श्री सिद्धगणेश, क्लिपमेन, टो. सं. 1174, बुद्धार कोलरी की बेसिक पे (मूल वेतन) में माह फरवरी, 1994 से कटौती किए जाने की कार्यवाही न्यायोचित है ? यहि नहीं तो संबंधित श्रमिकगण किस अनुतोष के हकदार हैं?”

2. Vide order dated 7-12-2005 passed on the ordersheet of this reference proceeding, the reference proceeded exparte against the workmen/Union.

3. The workmen/Union have filed their statement of claim. Their case in brief is as follows. That Sarva Shri Sukhdev, Ramprasad, Laxman, Dujiram and Sidh Ganesh have been permanent employees of Burhar Colliery No. I. The management did not change the post/designation of the labours in accordance with the provisions of rules made under I.D. Act 1947. That the workmen/Union did not move any application that there may be deduction from their basic pay at the time of changing their post/designation. It has been prayed that the deductions made from the basic pay of February, 1994 of the workmen be refunded to them.

4. The management filed their Written Statement. The case of the management in brief is as follows. The workman who had submitted his willingness for change of his designation from Trammer Category III to Fitter/Helper Category II his request was sympathetically considered by the management and allowed him to change his designation in the year 1985. The workman was paid wages of Trammer Cat.-III as long as he worked in the said category. According to willingness submitted by him, his designation was changed to Fitter/Helper Grade-II. From the date onward, he is being paid the wages of Fitter/Helper Grade-II. Therefore, it can be said that there was any deduction from his wages. While working in a particular category, the workman cannot claim the wages of another category, without doing the job. In any case, there was any deduction as alleged. The workman is being paid the wages for the work done by him and therefore the award be passed in favour of the management.

5. As the case proceeded exparte against the workmen/Union, there is no evidence on record on behalf of workmen/Union.

6. The management filed affidavit of their witness Shri M.L. Prajapath, then working as Sub-Area Manager in Burhar Area of Sohagpur Area.

7. I have heard Shri A.K. Shashi, Advocate the learned counsel for the management. I have very carefully gone through the evidence on record.

8. As there is no evidence for the workmen/Union, the affidavit filed by the management of their witness Shri M.L. Prajapath has remained uncontroverted and

unchallenged and therefore the reference deserves to be decided in favour of the management and against the workmen/Union without any orders as to costs.

9. In view of the above, the reference is decided in favour of the management and against the workmen/Union without any orders as to costs holding the following.

“प्रबंधक, महाप्रबंधक, सोहागपुर क्षेत्र, ए. ई. सी. एल. पोस्ट धनपुरी, जिला-शहडोल (म.प्र.) के प्रबंधकों द्वारा श्रमिक श्री सुखदेव ट्रामर, टो. नं. 1408, श्री राम प्रसाद, सी.सी.एम. झाइवर, श्री लक्ष्मण, झिल झाइवर, टो. नं. 850, श्री दूजीराम, झिल झाइवर और श्री सिद्धगणेश, क्लिपमेन, टो. सं. 1174, बुद्धार कोलरी की बेसिक पे (मूल वेतन) में माह फरवरी, 1994 से कटौती किए जाने की कार्यवाही न्यायोचित है। अतः संबंधित श्रमिकगण कोई अनुतोष पाने के हकदार नहीं हैं।”

10. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 38.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 121/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[सं. एल-22012/584/1999-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 38.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 121/2000) Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 12-12-2007.

[No. L-22012/584/1999-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/121/2000

PRESIDING OFFICER: SHRI C.M. SINGH

The Secretary,
M.P. Koyla Shramik Sangh (CITU),
Pathakhara Area,
Distt. Betul (MP)
Pathakhara

.....Workman/Union

Versus

The General Manager,
WCL, Pathakhara,
Distt. Betul (MP)
Pathakhara

...Management

AWARD

Passed on this 28th day of November, 2007

1. The Government of India, Ministry of Labour *vide* its Notification No. L-22012/584/99-IR(CM-II) dated 20-28/06/2000 has referred the following dispute for adjudication by this tribunal:

"Whether the action of the management of General Manager, Western Coalfields Ltd. in changing the service condition of Sh. Basant, Sh. Syed Wasim, Sh. Saheblal and Sh. Anandrao is justified? If not, to what relief the workmen are entitled?"

2. Vide order dated 20-1-06 passed on the ordersheet of this reference proceeding, the reference proceeded *ex parte* against the workmen/Union. No statement of claim has been filed on behalf of workmen/Union.

3. The management has filed their Written Statement. Their case in brief is as follows. That Sarva Shri Basant, Syed Wasim, Saheblal and Anandrao are permanent employee of the management and are posted at Satpura Mine No. 2. Their basic pay was corrected in accordance with various settlements, National Coal Wage Agreement from 1 to 7 and orders of Government of India. It is wrong to say that any change in service conditions of the workers was brought about by the management. It is prayed that the action of the management be held proper and justified.

4. As the case proceeded *ex parte* against the workmen/Union, no evidence has been adduced on behalf of workmen/Union.

5. The management in order to prove their case has filed affidavit of their witness Shri K.B. Singh, then posted as Personnel Manager in WCL, Pathakhara Area.

6. I have heard Shri A.K. Shashi, Advocate for the management. I have gone through the evidence on record.

7. The case of the management is fully proved from the uncontroverted and unchallenged affidavit of management's witness Shri K.B. Singh. Therefore the reference deserves to be decided in favour of the management and against the workmen/Union.

8. In view of the above, the reference is decided in favour of the management and against the workmen Sarva Sh. Basant, Syed Wasim, Saheblal and Anandrao. without any orders as to costs holding that the action of the management of General Manager, Western Coalfields Ltd. in changing the service condition of Sh. Basant, Sh. Syed Wasim, Sh. Saheblal and Sh. Anandrao is justified and the workmen are not entitled to any relief.

9. Let the copies of award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 39.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 74/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[सं. एल-22012/265/1995-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 39.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/1996) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 12-12-2007.

[No. L-22012/265/1993-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/74/96

PRESIDING OFFICER : SHRI C. M. SINGH

Shri Abdul Khalik,
Gram: Shivpuri, Near Barrier,
D.P.R., Tub Loader,
Token No. 1879,
Post- Parasia,
Distt. Chhindwara (MP)

....Workman/Union

Versus

The Manager,
Shivpuri Colliery,
WCL, Post Parasia,
Distt. Chhindwara (MP)

.....Management

AWARD

Passed on this 27th day of November, 2007

1. The Government of India, Ministry of Labour *vide* its Notification No. L-22012/265/95-IR(C-II) dated 13-3-96 has referred the following dispute for adjudication by this tribunal:

"Whether the action of the management of Shivpuri Colliery of WCL, Pench Area, PO: Parasia, Distt. Chhindwara (MP) in dismissing Sh. Abdul Khalik, D.P.R., T.No. 1879 of Shivpuri Colliery of WCL, Pench Area from services w.e.f. 15-5-92 is justified? If not, to what relief the workman is entitled to?"

2. Vide order dated 14-3-05 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against the workman. Workman Shri Abdul Khalik had been in the service of management of Shivpuri Colliery of WCL, Pench Area, PO: Parasia, Distt. Chhindwara (MP) for about 16-17 years. Due to hard official duties, he suffered from blood cancer and being unwell, he could not attend to his official duties. His case is that he ought to have been treated by the management which the management failed to provide him. For not attending his official duties, the management blamed the workman and dismissed him from service in spite of the fact that the workman kept the management informed regarding his illness and medical treatment for the same. The workman was dismissed on 15-5-92 wrongfully without considering the submission made by him. Therefore the said order of his dismissal is ex parte, illegal and liable to be set aside. The prescriptions given by the doctors from time to time, and the fitness certificate dated 3-6-92 was wrongly disapproved by the management. India is a welfare State and welfare of the workman would have been considered and accordingly justice would have been done with him. That proper opportunities were never offered to the workman by the management to defend himself. The management must have considered the fact that the workman was admitted in General Hospital (Mayo General Hospital Nagpur) from 13-4-92 to 03-6-92. It is prayed by the workman that the action of the management of dismissing his services w.e.f. 15-5-92 be declared as unjustified and consequential relief should be granted to the workman.

3. The management filed their Written Statement. Their case in brief is as follows. That the present reference is infructuous and the same is liable to be rejected on the ground that services of the workman were terminated w.e.f. 15-5-92 on the ground of absenteeism. The workman submitted a mercy appeal to the management which was considered by the management sympathetically on humanitarian ground and as a result, he was offered fresh appointment as Badli Tub Loader for a period of 3 months on purely temporary basis vide order dated 17-12-97. As per the said order, the workman was directed to report for duty to the Chief General Manager, WCL, Pathakhara area within 10 days from the date of receipt of the said letter. Because of the fact that the workman was offered fresh appointment as Badli Tub Loader, the present reference in respect of termination of his service w.e.f. 15-5-92 is not maintainable. Without prejudice to the above, the management submits the following facts of the case. That the workman was a habitual absentee and was very irregular in his atten-

dance. The workman remained absent from duty for a period from 5-8-90 to 12-8-90. He was issued a warning letter dated 13-8-90. The workman again remained absent from duty from 24-9-90 to 30-9-90. He was again issued a warning letter dated 1-10-90. The workman again remained absent from duty for a period from 6-10-90 to 31-10-90 for which he was issued with a warning letter dated 2-11-90. The workman again remained absent from duty for a period from 12-10-91 to 29-10-91 for which he was again issued with a warning letter dated 21-10-91. The workman again remained absent from duty for a period from 27-11-91 to 3-12-91 for which he was again issued with a warning letter dated 4-12-91. As the workman remained absent on various occasions and he being a habitual absentee, he was issued with a chargesheet dated 23-12-91. The workman did not submit any reply to the said chargesheet. The management, therefore, conducted a Departmental Enquiry against him into the charges. Having received the entire enquiry report and proceedings, the Competent Authority after being satisfied with Departmental Enquiry conducted against the workman punished the workman with the punishment of terminating his services. Accordingly vide order dated 15-5-92, the services of workman were terminated. The action of the management in terminating the services of the workman is legal, proper and justified.

4. As the case proceeded ex parte against the workman, there is no evidence on record for proving the case of the workman.

5. The management in order to prove their case filed affidavit of their witness Shri Rajesh Kumar Sinha, then working as Sr. Personnel Officer.

6. I have heard Shri A.K. Shashi, Advocate, the learned counsel for the management. I have very carefully gone through the evidence on record.

7. The case of the management stands fully established from the uncontroverted and unchallenged affidavit of their witness Shri Rajesh Kumar Sinha. Therefore the reference deserves to be decided in favour of the management and against the workman without any orders as to costs.

8. In view of the above, the reference is decided in favour of the management and against the workman Shri Abdul Khalik without any orders as to costs holding that the action of the management of Shivpuri Colliery of WCL, Pench Area, PO: Parasia, Distt. Chhindwara (MP) in dismissing Sh. Abdul Khalik, D.P.R., T.No. 1879 of Shivpuri Colliery of WCL, Pench Area from services w.e.f. 15-5-92 is justified and consequently the workman is not entitled to any relief.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 40.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध मिश्रकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रिम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 174/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-12012/109/93-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 40.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 174/93) of the Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Bank of India, and their workmen, which was received by the Central Government on 12-12-2007

[F. No. L.12012/109/93-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

No. CGIT/LC/R/174/93

PRESIDING OFFICER: SHRI C. M. SINGH

Shri Ramjilal Mishra,
S/o Shri B. L. Mishra,
R/o 362, C.P. Colony,
Morar, Gwalior

...Workman/Union

Versus

The Regional Manager,
Central Bank of India,
Nirma Bhawan Jhansi Road,
Near A.G. Office,
Gwalior

...Management

AWARD

Passed on this 16th day of November, 2007

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/109/93-IR B-II dated 2-9-93 has referred the following dispute for adjudication by this tribunal:

“Whether the action of the management of the Central Bank of India, Gwalior in dismissing the services of Shri Ramjilal Mishra is justified or not? If not, for what relief, the workman is entitled to?”

2. Workman Ramjilal Mishra was appointed as peon with the management on 16-6-72 and was posted at

Dhamnod Distt. Dhar Branch. Thereafter he was transferred to Jayendraganj, Gwalior Branch in June, 1977. From time to time, he was transferred to Thatipur and Regional Office of the management Bank in the year 1982 and 1987 respectively. He was promoted w.e.f. 1-4-88 to the post of clerk. In the meantime, he was transferred to Sheopur Kalan Branch. All of a sudden, he was served with memo on 28th day of July 1989 by the Bank alleging that on 1st May 1989, one of the borrowers of Porsa Branch Shri Ram Singh handed over a sum of Rs.17,000 to him to deposit the said amount in his Tractor Loan Account for Rs.72,640 availed by him in the year 1986 but he did not deposit the said amount in Tractor Loan Account of the borrower and was asked to show cause within 7 days from the date of receipt of amount. That the workman submitted reply to the showcause notice denying all the allegations. That without considering the facts of the case and the explanation submitted by the workman, the management suspended him from service. A departmental enquiry was conducted against the workman for the alleged act of embezzlement/misappropriation of Bank money at Porsa branch. The enquiry was not conducted against the workman legally and properly. The findings of the enquiry are based on the undue pressure of the higher authorities and prejudicial attitude of the authorities of Regional Office of the Bank. The report submitted by the Enquiry Officer is biased and under pressure. The Disciplinary Authority after going through biased enquiry report, passed order of his dismissal dated 26-7-90. The workman preferred an appeal against the said order. The Appellate Authority dismissed the appeal filed by the workman. It is prayed that the award be passed setting aside unjust action of the management of Central Bank of India, R.O. Gwalior in dismissing the workman, declaring his suspension order as illegal, setting aside his illegal transfer from Porsa to Sheopur Kalan branch and the cost of the reference be awarded to him.

3. The management has filed their Written Statement. Their case, in brief is as follows. Workman Shri Ramjilal Mishra, clerk on 1-5-1989 was working as a cashier in Porsa Branch of the Bank. On the said date, borrower Shri Ram Singh handed over a sum of Rs.17,000 to workman Shri Ramjilal Mishra to deposit in his Tractor Loan's Account for Rs.72,640 availed by him in 1986. The workman signed the counter-fol which was issued to the depositor and retained the original slip with him. It is stated that the workman Shri Ramjilal Mishra did not deposit the money in the Bank and embezzled the same. A chargesheet dated 28-7-1989 was served on the workman. He submitted reply to the aforesaid chargesheet. Thereafter a departmental enquiry was conducted against the workman. After completing the enquiry, the Enquiry Officer Shri R. N. Mishra submitted his report and found the charges proved against the workman Shri Ramjilal Mishra. The Disciplinary Authority after having given personal hearing to the workman passed

the order of punishment dated 26-7-90. It was held by the Disciplinary Authority that workman Shri R.L. Mishra has put to the Bank to severe substantial pecuniary loss besides having suffered an irreparable damage to its credibility in the public. The order of punishment of dismissal from the Bank Service under Para 19.6(A) of the Bipartite settlement was passed. Workman Shri Mishra preferred an appeal on 22-8-90. The Appellate Authority gave personal hearing to workman Shri Mishra on 4-10-90 and thereafter passed detailed order on 5-11-90 and dismissed the appeal. The Departmental Enquiry was conducted legally and properly. It has been pleaded that it is settled law that whether the enquiry is properly conducted and the delinquent has been given every possible opportunity, the court may not hold a parallel enquiry and should not interfere in the conclusion and quantum of punishment. It is, therefore, prayed that the reference be decided in favour of the management and against the workman.

4. As mentioned above, the reference proceeded exparte against workman vide order dated 26-9-05 passed on the ordersheet of this reference proceeding. There is no evidence of the workman to prove that the Departmental Enquiry against him was not conducted properly and legally. The onus of proving the above fact is on the workman who alleged that the DE against him was not conducted properly and legally. The management has also not adduced any evidence.

5. I have heard Shri H.C. Kohli, Advocate for the management and perused the record.

6. Shri Kohli submitted that the workman did not come forward for adducing evidence that the DE against him was not conducted legally and properly and thus it is not proved that the DE against the workman was not conducted legally and properly. He submitted that the workman did not discharge the above onus of proving the alleged fact. He submitted that for the above reason, the management has not adduced any evidence. He emphasised that as there is no evidence by the workman for proving the fact that the DE was not legally and properly conducted, the reference should be decided in favour of the management and against the workman.

7. Keeping into consideration, the facts and circumstances of this case, I am of the considered view that the reference deserves to be decided in favour of the management and against the workman without any orders as to costs.

8. In view of the above, the reference is decided in favour of the management and against the workman without any orders as to costs holding that the action of the management of the Central Bank of India, Gwalior in dismissing the services of Shri Ramjilal Mishra is justified and consequently the workman is not entitled to any relief.

9. Let copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 41.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधन के संबंध निम्नलिखित और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 18/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[सं. एल-32011/15/2005-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 41.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2006) of the Central Government Industrial Tribunal-Cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of Kolkata Port Trust and their workman, received by the Central Government on 12-12-2007.

[No. L-32011/15/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 18 of 2006

PARTIES : Employers in relation to the management of Kolkata Port Trust

AND

Their Workman.

Present : Mr. Justice C. P. Mishra, Presiding Officer

APPEARANCE :

On behalf of the Management : Mr. M. K. Das, Industrial Relations Officer

On behalf of the Workman : Mr. K. K. Banerjee, Vice President of the Union

State : West Bengal Industry : Port & Dock

Dated : 12th September, 2007

AWARD

By Order No. L-32011/15/2005/[IR (B-II)] dated 17-5-2006 the Central Government in exercise of its powers under Section 10 (1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Kolkata Port Trust in treating Shri Kamal Nath Jha junior to Shri Sasanka Sengupta on their selection to the post

of Electrician through a Trade Test held on 28-8-2000 and further not calling him for the Trade Test for deployment on 24 hrs. call duty held on 21-6-2005 and hence not giving him opportunity to be deployed on 24 hrs. call duty is legal and justified? If not, to what relief, the workman is entitled for?"

2. When the matter is called today, none appears for the workman nor any step is taken so that the matter can be proceeded further. Representative of the management however, appears and states that the union is not at all interested to proceed in the matter and accordingly it is prayed that the matter may be disposed of by passing a No Dispute Award. From a perusal of the records it appears that the union filed its statement of claims and the management also filed written statement to counter the same. The union thereafter was given opportunity to file its rejoinder, but no rejoinder is filed on behalf of the workman. None is also appearing on behalf of the workman since 4-10-2006, although several opportunities have been given for the same. In such circumstance it is clear that the union is no longer interested in the matter. This Tribunal accordingly has no other alternative but to accept the prayer of the management for passing a No Dispute award.

3. A No Dispute award is accordingly passed and the matter is disposed of:

Dated Kolkata,

the 12th September, 2007

C. P. MISHRA, Presiding Officer

नई दिल्ली, 12 दिसम्बर, 2007

का.अ. 42.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबद्ध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 23/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-12-2007 को प्राप्त हुआ था।

[फा. सं. एल-12011/13/2007-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th December, 2007

S.O. 42.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2007) of Central Government Industrial Tribunal-Cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of United Bank of India and their workman, received by the Central Government on 12-12-2007.

[F. No. L-12011/13/2007 IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 23 of 2007

Parties : Employers in relation to the management of
United Bank of India
AND
Their Workman.

Present : Mr. Justice C.P. Mishra, Presiding Officer

APPEARANCE:

On behalf of the : Mr. G. Chakraborty, Advocate
Management

On behalf of the : None.
Workman

State : West Bengal

Industry : Banking

Dated : 30th September, 2007.

AWARD

By Order No. L-12011/13/2007/[IR(B-II)] dated 26-7-2007 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of United Bank of India, Kolkata in denying the claim of posting of Shri Malay Kanti Sil, the senior-most sweeper and consequently ignoring the elevated post of ½ scale vacancy at Kolkata Stock Exchange Branch is justified? If not, what relief the concerned workman is entitled to?"

2. When the case is called out today, none appears for the workman, nor any step is taken on their behalf to proceed with the reference. Management is represented by its learned Advocate. A letter bearing No. L-12011/13/2007-IR(B-II) dated 20-09-2007 however, was received from the Govt of India, Ministry of Labour & Employment on 06-10-2007 enclosing therewith a letter dated 13-08-2007 of the sponsoring union of the present dispute for appropriate action. It is stated in the letter of the union that the concerned workman has already been promoted to CCG and thus the dispute has no merit. Advocate for the management has no objection.

3. Since the union which espoused the dispute on behalf of the workman has categorically stated that the concerned workman has been promoted and the dispute has no merit, it is clear that there exists no industrial dispute. This Tribunal accordingly dispose of the present reference by passing a "No Dispute" Award.

4. The reference is accordingly disposed of.

Dated Kolkata,

the 30th November, 2007

C. P. MISHRA, Presiding Officer

नई दिल्ली, 13 दिसम्बर, 2007

का.आ. 43.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 109/1987) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-2007 को प्राप्त हुआ था।

[सं. एल-12012/291/1995-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th December, 2007

S.O. 43.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 109/1987) of Central Government Industrial Tribunal-Cum Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workman, received by the Central Government on 13-12-2007.

[No. L-12012/291/1995-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/109/87

Presiding Officer : Shri C. M. Singh

Shri Poona Ram,

C/o State Bank of India,

Bhaimori Branch,

PO: Bhaimori,

Distt. : Chandiwada (MP)

Shri Vinod Pathak,

General Secretary,

State Bank of India Workmen Union,

Bhopal,

Branch Chandiwada (MP)

Workman/Union

Versus

Assistant General Manager,

State Bank of India, Region-IV,

Zonal Office, Bhopal (MP)

Branch Manager,

State Bank of India,

Bhaimori Branch,

P.O. Bhaimori,

Distt. Chandiwada (MP)

Management

AWARD

Passed on this 28th day of November, 2007

I. The Government of India, Ministry of Labour vide its Notification No. L-12012/291/95-IR(B) dated 31-3-97 has referred the following dispute for adjudication by this tribunal:

“Whether the action of the management of the Asstt. General Manager, State Bank of India, Region-IV, Zonal Office, Bhopal (MP) in terminating the service of Shri Poona Ram w.e.f. 13-12-94 without complying the prescribed procedure is justified and legal? If not, to what relief the workman is entitled to?”

2. Vide order dated 27-11-2007 passed on the ordersheet of this reference proceeding, the reference was closed, for award as the parties failed to put in appearance inspite of sufficient service of notice on them.

3. It appears that the parties have no interest in this reference as none of them put in appearance inspite of sufficient service of notice on them. It clearly indicates that perhaps no industrial dispute is left between the parties.

4. In view of the above, no dispute award is passed without any order as to costs.

5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 13 दिसम्बर, 2007

का.आ. 44.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इन्दौर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 348/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-2007 को प्राप्त हुआ था।

[सं. एल-12012/303/1999-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th December, 2007

S.O. 44.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 348/99) of Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of Indore, and their workman, received by the Central Government on 13-12-2007.

[No. L-12012/303/1999-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/348/99

PRÉSIDENT OFFICER: SHRI C.M.SINGH

Shri Ram Nagvanshi,
General Secretary,
Dainik Vatan Bhogi Bank Karamchari Sangathan,
9, Sanwer Road, Hardev Niwas,
Ujjain (MP)

Workman/Union

Versus

The Dy. General Manager,
State Bank of Indore,
Zonal Office, Roor House,
4, Maharana Pratap Nagar, Zone-II,
Bhopal (MP).

Management

AWARD

Passed on this 28th day of November, 2007

1. The Government of India, Ministry of Labour vide its Notification No.L-12012/303/99/IR(B-I) dated 24-11-99 has referred the following dispute for adjudication by this tribunal:

"Whether the action of the management of the State Bank of Indore, Marwari Branch, Bhopal in terminating the services of Shri Rajesh Verma w.e.f. 1-1-1997 instead of regularizing his service is legal and justified? If not, to what relief the workman is entitled?"

2. Vide order dated 28-11-2007 passed on the order sheet of this reference proceeding, the reference was closed for passing no dispute award.

3. In this reference proceeding, applicaiton No. 12 has been moved on behalf of workman/Union for passing no dispute award. It is not objected to by the learned counsel for the management.

4. I have heard Shri R. Nagvanshi, representative of workman/Union and Shri Liyakat Ullah, Advocate for management. Both the above named counsel submitted that now no industrial dispute is left between the parties and therefore no dispute award be passed in this reference.

5. In view of the above, no dispute award is passed without any orders as to costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 13 दिसम्बर, 2007

का.आ. 45.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-2, धनबाद के पंचाट (संदर्भ संख्या 79/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-12-2007 को प्राप्त हुआ था।

[सं. एल-20012/109/99-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 13th December, 2007

S.O. 45.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 79/2001) of the Central Government Industrial Tribunal/Labour Court, No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of B.C.C.L. and their workmen, which was received by the Central Government on 13-12-2007.

[No. L-20012/109/99-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 79 OF 2001

PARTIES : Employers in relation the management of M/s. BCCL's Kusunda Area and their workman

APPEARANCES:

On behalf of the : None
workman

On behalf of the : Mr. D. K. Verma, Advocate
employers

State : Jharkhand

Industry : Coal

Dhanbad : the 12th March, 2004

AWARD

Government of India, Ministry of Labour, in exercise of the powers conferred them under Section 10 ((1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/109/99-IR(C-I), dated, the 18th August, 1999.

SCHEDULE

"Whether the demand of the union for regularisation of Sri Vijay Kumar Singh as Foreman of Dhansar Open Cast Project w.e.f. 22-1-1997 is justified? If so, what relief the workman is entitled to and from what date?"

2. In this reference a Memorandum of Settlement has been filed by the parties under their signatures. Perused the terms of settlement and also heard the learned Advocate for the management. None appeared for the workman. On perusal of the Memorandum of Settlement it transpires that the terms contained therein are fair, proper and in accordance with the principles of natural justice. Accordingly, I accept the said Memorandum of Settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer

Memorandum of Settlement under rule 58 the I.D. Act, 1947 between Janta Mazdoor Sangh representing the case of Sri Vijay Kr. Singh, Sr. Mechanic of Dhansar Colliery and the management of Dhansar Colliery of Kusunda Area, BCCL.

MANAGEMENT SIDE

- (1) General Manager, Kusunda Area
- (2) Dy. CPM, Kusunda Area
- (3) Project Officer, Dhansar Colliery.

WORKMAN SIDE

- (1) Sri Vijay Kr. Singh.
- (2) Branch Secretary, JMS, Dhansar Colliery.
- (3) Area Secretary, JMS, Kusunda Area.

Sri Vijay Kr. Singh has been working as Sr. Mechanic in Dhansar Colliery of Kusunda Area. Sri Singh was authorised by the then Project Officer, Dhansar Colliery vide Office Order No. BCCL/Dhansar/F/96/1446A dated 25-1-97 to do the job of Foreman while he being Fitter during the year, 1997. During the course of time, he was promoted to the post of Sr. Mechanic as per Cadre Scheme. Janta Mazdoor Sangh represented by its Vice President raised an Industrial dispute before the ALC(C), Dhanbad for regularisation of Sri Vijay Kr. Singh as Foreman in Dhansar KOCPL. The industrial dispute ended in failure. Subsequently the Ministry of Labour vide ref. No. 79/2001 referred the dispute for adjudication before the CGIT-No. 1. The terms of reference is indicated here below :

"Whether the demand of the Union for regularisation of Sri Vijay Kumar Singh as Foreman of Dhansar KOCPL with w.e.f. 22-1-1997 is justified? If so, what relief the workman is entitled to and from what date.?"

The dispute is still pending before CGIT-No. 1.

In the mean time management, Kusunda Area of BCCL undertook the cases of promotion of illegible Mechanics to the post of Foreman. The DPC found Sri Vijay Kr. Singh fit for promotion to the post of Foreman. Accordingly it is proposed that the above dispute be settled on following terms and conditions:

THE TERMS OF SETTLEMENT

- (1) The management of Kusunda Area of M/s. Bharat Coking Coal Ltd. will promote Sri Vijay Kr. Singh, Sr. Mechanic to the post of Foreman w.e.f. 15-1-2002.
- (2) His inter alia seniority will remain the same as indicated in the penal of promotion drawn by the DPC.
- (3) This settlement concludes the dispute in total.

IN THE MANAGEMENT IN THE WORKMAN

- | | |
|-----------------------------------|---|
| (1) General Manager, Kusunda Area | (1) Sri Vijay Kr. Singh, |
| (2) Dy. CPM, Kusunda Area | (2) Branch Secretary, Janta Mazdoor Sangh |
| (3) P.M., Dhansar Colliery | (3) Area Secretary, J.M.S. |